

IN THE IOWA DISTRICT COURT IN AND FOR SAC COUNTY

STATE OF IOWA, Plaintiff, v. XCENTRIC VENTURES (DBA WWW.RIPOFFREPORT.COM), Defendant.	Case No. CVCV019540 STATE'S RESPONSE TO DEFENDANT'S MOTION TO DISQUALIFY COUNTY ATTORNEY: ATTACHMENT "C" EXHIBITS 105-178
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**INTENTIONALLY
BLANK**

From: Darren Mitchell <darrenmitchell@gmail.com>
Sent time: 11/27/2013 03:30:56 AM
To: Ripoff Report <editor@ripoffreport.com>; westerned@aol.com
Subject: Re: Professor Ann Bartow paper on Reputation Defender

)
Ed,

the research about Reputation Defender was largely from 2009. The screen shots from the Internet archive the wayback machine prove Fertiks company was a partner with Matthew Cooke in 2010. The 'removal' may indicate use of the hacking code back in 2009.

On Wed, Nov 27, 2013 at 12:28 AM, Darren Mitchell <darrenmitchell@gmail.com> wrote:

Ed,

I am attaching a research paper published by Professor Ann Bartow, titled **INTERNET DEFAMATION AS PROFIT CENTER: THE MONETIZATION OF ONLINE HARASSMENT**

The last 8 pages focuses on a company called Reputation Defender which is now known as Reputation.com

Reputation Defender was a partner with Matthew Cooke and listed as such on Cooke's previous site called Reputation Management Partners. The link to Reputation Defenders from Reputation Management Partners is still live (see attached screen shots).

The paper researched in 2009 supplies URL's and statements from Reputation Defender about its ability to make 'remove' content: "use [its] array of proprietary techniques developed in-house to correct and/ or completely remove the selected unwanted content from the web." It does not require that information targeted for "destruction" be inaccurate, harassing or defamatory. Rather, its "MyEdge" service is billed as "personal PR for the web" and purports to offer clients the ability to "own [their] search engine results" for annual fees ranging from \$99 to \$599. Part of the service is to sanitize any inconvenient truths.

- To provide DESTROY assistance, helping to remove, at your request, inaccurate, inappropriate, hurtful, and slanderous information about you and your family using our proprietary in-house methodology. This same mission extends to your personally identifiable information, like name, address, and phone number.
- To deliver CONTROL over how others are able to perceive you on the Internet ReputationDefender, About Us, <http://www.reputationdefender.com/company>

Guarantee its Destroy Assistance Results?, <http://www.reputationdefender.com/faq>

Bartow gives an analogy which I think would provide a strong point for ROR non removal policy. She speaks of a man having his history of harassment and abuse sanitized by a Reputation Management company thereby creating new victims to his abuse.

Another portion would seem to support your excellent article warning people of Reputation Management and SEO services as she shares a story of a person who hired Reputation Defender only to find himself destroyed on blogs when Reputation Defender sent them a letter.

I could go on but should let you read it for yourself, the last 8 pages are the best.

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FW: Professor Ann Bartow paper on Reputation Defender at Ha...

Subject: FW: Professor Ann Bartow paper on Reputation Defender at Harvard University
 From: "ripoff Report" <editor@ripoffreport.com>
 Date: 11/27/13, 8:23 AM
 To: <samuelkayob@gmail.com>
 CC: <sam@ripoffreport.com>

Very interesting info I added this to our attorney. It would be good for you to quote this professor -- maybe in an article you could write about this and we can link to her entire research attached. But I would much rather you spend your time on this -- up to you.

ED

From: Darren
 Sent: Wednesday, November 27, 2013 1:29 AM
 To: Ripoff Report; samuelkayob@gmail.com
 Subject: Professor Ann Bartow paper on Reputation Defender

EA

I've read your article on Reputation Management - everything written by this Harvard Law Professor backs up everything you've been trying and much more.

I am very aware of your website being hacked back in 2007 (or recent years)

I am attaching a research paper published by Professor Ann Bartow at Harvard University titled INTERNET DELETERIA: AS FROTTI CENTER: THE MONETIZATION OF ONLINE HARASSMENT

The last 8 pages focuses on a company called Reputation Defender which is now known as Reputation.com

Reputation Defender was a partner with a man in Colorado named Matthew Cooke and listed as such on Mr. Cooke's previous site called Reputation Management Partners. The link to Reputation Defenders from Reputation Management Partners is still live (see attached screen shot).

The paper researched in 2009 applies URL's and statements from Reputation Defender about its ability to make "remove" content. "use [its] array of proprietary techniques developed in-house to correct and/or completely remove the selected unwanted content from [the] web." It does not require that information targeted for "destruction" be inaccurate, harassing or defamatory. Rather, its "MyDoge" service is billed as "personal PR for the web" and purports to offer clients the ability to "own [their] search engine results" for annual fees ranging from \$99 to \$599. Part of the service is to sanitize any inconvenient truths. And includes packages of around \$10,000 for complete removal.

*To provide DESTROY assistance, helping to remove, at your request, inaccurate, inappropriate, hurtful, and slanderous information about you and your family using our proprietary in-house methodology. This same mission extends to your personally identifiable information, like name, address, and phone number.

*To deliver CONTROL over how others are able to perceive you on the Internet ReputationDefender, About Us, <http://www.reputationdefender.com/company>

Guarantee its Destroy Assistance Results?, <http://www.reputationdefender.com/faq>

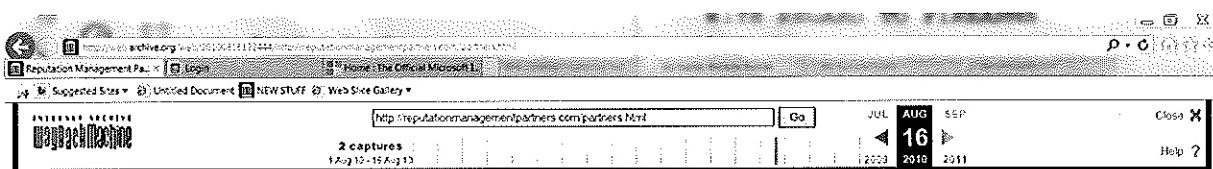
The research about Reputation Defender was largely from 2009. The screen shots from the Internet archive the way back machine prove Ferka company was a partner with Matthew Cooke in 2010. The known IP may indicate use of the hacking code back in 2009.

Bartow gives an analogy which I think would provide a strong point for ROR non removal policy. She speaks of a man having his history of harassment and abuse sanitized by a Reputation Management company thereby creating new victims to his abuse.

Another portion would seem to support your excellent article warning people of Reputation Management and SEO services as she shares a story of a person who hired Reputation Defender only to find himself destroyed on blogs when Reputation Defender sent them a letter.

I could go on but should let you read it for yourself, the last 8 pages are the best.

- reputation management partners PWS



We are constantly being contacted by reputation management companies who want us to represent them. Very, very few companies meet our strict requirements. Below is a partial list of the companies we have selected as the Best of the Best. Call us today and we will analyze your needs. Once we understand the best way to help you we will suggest the best company and service. We also handle the entire financial transaction. This guarantees you are going to get a smooth and risk free transaction.

Below is a partial list of our Reputation Partner Companies. Contact us now and we will help you select the best company and solutions for your specific needs.

Reputation Defender
 RemoveRIPOffReports.org
 Positive Boost
 Reputation Armor
 Reputation Professor
 Done SEO!
 Integrity Defender
 Reputation Defense Online
 Reputation Friendly
 Reputation Advocate
 Reputation Management Consultants
 Internet-Reputation-Management.com
 Reputation Guy
 Customer Magnetism
 Reputation Hawk
 BullSal
 InBusiness, Inc.

- Reputation Management Partners Quarterly PWS

From: Darren Mitchell <darrenmitchellm@gmail.com>
Sent time: 11/27/2013 04:07:50 AM
To: Ripoff Report <editor@ripoffreport.com>; westerned@aol.com
Subject: Stories Posted

<http://www.ripoffreport.com/r/Reputation-Management-the-new-digital-extortion-Are-you-thinking-about-hiring-a-Reputation-Management-Company-or-an-SEO-company-to-help-repair-your-reputation-or-hide-negative-complaints-WARNING/nationwide/Reputation-Management-the-new-digital-extortion-Are-you-thinking-about-hiring-a-Reputation-814169>

<http://www.ripoffreport.com/r/reputationcom-remove-ripoffreport-false-claims/internet/Reputationcom-Read-this-before-you-sign-up-for-Reputationcom-Internet-691357>

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From: juliekrial <juliekrial@hotmail.com>
Sent time: 12/07/2013 12:26:11 PM
To: Ed <westerned@aol.com>
Subject: Fwd: Julie - Social Media - re Richter Case

)
Here you go...

From my Android phone on T-Mobile. The first nationwide 4G network.

----- Original message -----

From: juliekrial <juliekrial@hotmail.com>
Date: 12/07/2013 11:05 AM (GMT-07:00)
To: Ed Magedson <editor@ripoffreport.com>
Subject: Fwd: Julie - Social Media - re Richter Case

From my Android phone on T-Mobile. The first nationwide 4G network.

----- Original message -----

From: Julie Rial <juliekrial@hotmail.com>
Date: 12/05/2013 3:08 PM (GMT-07:00)
To: Ed Magedson <editor@ripoffreport.com>
Subject: Julie - Social Media - re Richter Case

)
Ed,

In one of your emails to me last night you inquired about what the Justice Project, or its Chair could possibly do in connection with the Richter matter in Iowa. In response to your request, I can report the following; but note, none of this should be considered legal advice, as I am not an attorney, but this is what I can report on:

First – in dealing with post-conviction cases – there are procedures to follow that take enormous amounts of time. These types of cases take on a life of their own. They can last 8-10-26 years before they have a favorable result – in either exoneration, or reduced sentence. So to say they are not easy to prove, fund, etc., are all understatement. These cases take a lot of time and money. With that being said, any Innocence Project will look at a case to see 1) if it meets their Charter's criteria, and 2) if there is a likelihood of a favorable result.

The Arizona Justice Project – and its Chair wouldn't be of any help in gaining an audience with the Iowa Innocence Project for several reasons:

1) If the prisoner (by law) still has a right to counsel, no Project will take the case until all remedies have been resolved – And Ed – realistically, the appeal process and the right to counsel can last for 10 years and more. She was just sentenced in the last few years – so her ability to get a Project, if they take her case on at all, would not be for many years from now.

)
<http://iowainnocence.org/information-inmates>

Criteria, in part states:

(i.) The organization places priority on those cases wherein the prisoner ha

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avenues of relief through direct appeal. This means that the organization is unlikely to accept a case from a prisoner whose case has not yet gone through the trial and direct appeal process.

(h.) The organization is unable to accept cases wherein the prisoner is presently represented by another attorney.

2) When she would be eligible, The Iowa Project, and only the Iowa Project, knows what is on their table at any given time – their case load comes with its own restrictions.

In speaking with Victoria at lunch yesterday (which our lunch date was after your phone conference with Victoria), Victoria - at your direction, is going to review the case and explore other options – very creative options - that may be out there. I think this will be helpful – because if you wait on an Innocence Project, you will be waiting a long-long time.

I know this is not what you hoped for, but it is the honest truth of the matter.

Julie

Tuesday, July 29, 2014 at 11:34:11 AM Central Daylight Time

) **Subject:** Fwd: Survey Say RIB BIT

Date: Monday, December 16, 2013 at 2:06:56 AM Central Standard Time

From: Bobby Red

To: westerned@aol.com

-----Original Message-----

From: Bobby Red <bobby_red1@aol.com>

To: westerned <westerned@aol.com>

Sent: Sun, Dec 15, 2013 5:39 am

Subject: Survey Say RIB BIT

The FBI defines terrorism as unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of a political or social objectives. Cyber-terrorism, which does often include criminal libel and other forms of intended harm and abuse, is fast becoming the most effective medium to carry out these crimes. Mr. Roberts is being pursued legally for civil and criminal libel, which includes the posting and promotion of hate propaganda against Jews and other minority groups.

Over the next few days a site will go live, and provide a robust suite of resources to stop cyber-terrorist like Michael Roberts from destroying your life, and to help anyone who has been harmed by him or others he works for or associates with. Please contact us using the form below with any information about the following people or organizations:

xxxxx

yyyyy

zzzzz

Please provide any information below, or just give us your Name and Email address and confirm below if you would like to join our mailing list:

Survey for Young Men Mentored by Michael Roberts

Have you ever been mentored by Michael Roberts?

- yes
- no

When, and for how long?

Did you take meth or other drugs with Michael Roberts?

- yes
- no

Did you participate with other young boys in night time mentoring sessions?

- yes
- no

Did you meet or ever hear about Michael's relationship with Dustin Wehde?

When you met with Michael Roberts did he convince you to play he-he Twister with older men?

Are you still in contact with Michael Roberts?

Describe how your life has been impacted by your relationship with Michael Roberts?

What did Michael Roberts expect of you in the relationship?

How old were you at this time?

Did Michael Roberts solicit to help with a home invasion?

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When meeting with Michael did he confess or share details of a planted pink notebook?)

If you had an opportunity to send a personal message to Michael Roberts, what would you say?)

Is there anything else you would like to tell us?)

\$25,000 Reward Offered For Information On Michael Roberts, John Brewington and William Stanley.
A benefactor which prefers to remain anonymous is offering a \$25,000 bounty on Michael Roberts, John Brewington and William Stanley.

This is just a starter - not tied to anything that I wrote - share your guidance -

From: Darren Mitchell <darrenmitchell@gmail.com>
Sent time: 12/14/2013 07:38:50 AM
To: Ripoff Report <editor@ripoffreport.com>; westerned@aol.com
Subject: More missing or deleted reports?

)
Ed,

realize I had all my websites deleted two weeks ago.

That being said, I believe one of four things is taking place:

- 1) your site has a glitch which is hiding previous approved reports
- 2) your attorneys in an effort to protect you had many of my reports removed
- 3) a new hack exists which hides pages with a 404 error
- 4) there is a mole within ROR with a tech background

If you watch my screen cast from yesterday you will see that report they say was never filed, was approved, how would I have had an approval message?

Tonight, I checked all my reports, over 20 no longer exist.

All the reports detailing the hack and Roberts extortion scheme written in 2012 --along with his violation of the court order and Ben Smith all from 2012, no longer exist.

I hope it is a simply glitch.

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If not, I would say Roberts is close to launching his website called I-DEFAME

<http://www.screencast.com/t/6W2LgnE1p2hS>

)
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exhibitsticker.com

From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 04/04/2014 06:53:08 AM
To: Darren Mitchell <darronmitchell@gmail.com>
Subject: photos and info

) How do you know you have the right person? Just like there are so many Michael Roberts... you sure?

)

)

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From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 04/05/2014 01:16:13 AM
To: Darren Mitchell <darienmitchell@gmail.com>
Subject: can you snag the entire page and send to me? please

<http://www.ripoffreport-victims-unite.org/>

)
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From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 04/29/2014 12:13:50 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: putting everything aside -

Darren.

Last week you mentioned something about making more money going to work at a gym.

If I can pay your business, .. one that you said you were going to form, and I and pay it by check and or directly to your bank.. I don't think I would have a problem paying you \$7,500 a month for doing 90% Tracy stuff to help clear her with the evidence her mom sends you that you've been working on.

I would want you to stay on top of it, and work as you were going back about 6 months ago (I think it was)

I would want you to give me the info on how ill you are, as maybe you should not be working at all. ? but, I need to know once and for all about that.

There could be more things I want to include in this -- so, I need to hear back from you.

I would also want to personally help you with a car. This is me personally. To pay (I think) up to \$2,500 down – so you can just make payments.

There are great cars for 12 to \$15,000, brand new or get one with 2 or 3,000 miles on it to save thousands. Up to you. I know places here in AZ that can get good financing for you., I think.. if you cannot get something good there.. actually, this dealership owner we know here in AZ has a dealership in the LA area.. and they have their own financing – not at real high rates. Nothing would make me happier than to do this for you. personally.

Let me know your thoughts.

I don't care what you've told me in the past 3 weeks to the last 3 to 5 months.

I want the stuff for Tracy to be done, .. and only a few miscellaneous things to check out --as I had told you before when I sent you things.. If it's going to take more than an hour -- don't do it!!!!

Call me please – yes, respond to this email.. but do call me.

Rib-it

ED

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From: Darren M. Meade <dmeade@kalros-meade.com>
Sent time: 05/15/2014 04:54:09 PM
To: westerned@aol.com
Subject: UPDATE: Brand.com / Tracey Richter

)
Ed,

As an update the approximate balance for the wire transfer for the Brand.com and Tracey Richter is as follows.

Tracey Richter video's 3-7 of 33 is \$7,000

Brand.com video 1 of 3 is \$8,000 (video 2 and 3 may have been lost due to Ripoff Report's refusal to pay for storage of research or download research for safe keeping as requested by myself multiple times prior to closing of hosting account.)

Rent \$3,500

Past due expenses for April / May \$3,500

Wire Transfer Amount \$22,500

Final adjustments based on the yield of research which may or may not have been lost, etc
to be adjusted after production is complete.

Ed, the funds are past due they need to arrive in advance to expedite the release.

Best regards,
Darren

)

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From: Darren M. Meade <dmeade@kalros-meade.com>
Sent time: 05/16/2014 10:26:37 PM
To: Ripoff Report <EDitor@ripoffreport.com>; Darren Mitchell <darrenmitchell@gmail.com>
Cc: Siamack Yaghobi <siamack.yaghobi@gmail.com>; Anna Richter <annar_richter2003@yahoo.com>
Subject: Unsubstantiated Accusations

Dear Ed,

I am writing to make record of your behavior, which apparently extends beyond your attacks on me.

You embarked on an unsubstantiated and unauthenticated campaign of false allegations about me. Including a ridiculous story about my squeezing you for money and otherwise. After turning down a better paying job, based on your promises, you decided renege and stop by my rent, and bills which included all my research, you spent your days and nights relentlessly antagonizing me with promises of being paid the following day which has gone on from April into May. In fact, you made me provide open new bank accounts, spend money on a cell phone also as preconditions to be paid as promised and each time I met those items even though I was destitute and despite my terminal medical condition, you still refused, to honor your promises..

I have since reviewed just about every email between us, and many calls between us, generous, and, I cannot seem to find any threats, nor even a gesture of negativity toward you only pleas from me asking you honor your word and to pay me as promised. However, conversely, I have been able to locate quite a few disconcerting and troubling emails from you, to me, and to other parties, including but not limited to, Anna Richter and Siamack Yaghobi, who you now claim allegiance.

After getting emails from someone claiming to be Mike or Michael yet writing from your personal email address of editor@ripoffreport.com, or texting from your cell phone of 602-518-4357 it appears that you wish to instigate even more chaos to my life. I find this relationship puzzling, considering the request for a payroll deposit slip and promises that my past due pay (including rent) would be paid on 5/16/2014, where you knew I had a scheduled medical treatment and without my pay I could not afford to take a cab because previously you demanded I get a cell phone before you would pay me, and indicated weeks ago this was the only way I could be paid. to visit him Moreover, after you promised and enticed me with promises of having arranged financing for a new car, you knew I could no longer walk, and that it had been over 100 degrees and all my utilities had been disconnected weeks ago because of your refusal to pay me as agreed.

Consequently, you knew I had a triple dissection of my Aorta, at your request, I faxed you a letter stating my medical prognosis and how missing medical treatment could cause immediate and sudden death. You were aware that I had a medical treatment today and subsequently had to pick up my heart medication at Wal Mart further you knew that with 100 degree heat, I would not walk the nearly 10 miles on foot.

This is why I believe a person named {Mike} writing from your personal email address suddenly requested I speak with your attorney's and sign a release ... you knew my very life was at risk, plus, you knew I had been without food for weeks. In earlier emails, desperate and trying to appease you, I wrote if 'you would help me' but the truth is I worked at your direction and you owe me back pay and made promises to even pay me more, I believed you. You made me turn down a job and then it seems punished me for having accepted the job in the first place.

In light of this evidence and more, I request that you refrain from further imposing projections of your own behavior on me, publicly and privately. If you have credible evidence that I am, trying to squeeze you, then produce it for authentication. I viewed you as a friend and protected you and continue to protect you as such. Even found another job which paid me more when I realized your alliance with Sia and his alliance with Brand.com made empty promises and made me lose that opportunity ... only you, know.

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April's expenses went unpaid ... rent is late ... and the car promised for over a year never materialized. We should move on peacefully. There is a trail of correspondence between you, I and Slamack, as further evidence of your direction, not to mention the video editor recordings (consensual) and much more. In the event you continue your false narrative and promises, this evidence and much more, will undoubtedly impeach your credibility, no too mention Yaghobis'.

You made promises and I relied upon them to my detriment.

It's been over 6 weeks since I have been paid, all my utilities have been turned off, been without food except for one time when you had Chinese food delivered and you promised to send monies and handle rent the following day ... then you stated that Arizona no longer had Green Dots, so you needed me to come up with a new way to get paid ... which was difficult because you knew I no longer had Internet or electricity at my home ... I did set up a new account, and then you promised the next day ... and here we are 6 weeks later. Pay me what was promised, honor your word ... you wrote how you had paid rent and \$2,000 - \$3,000 per month in expenses for 2 years and 4 months, correct ... ?

Then simply honor your word so we all move on, peacefully.

I also do not like having to provide small nuggets to remind you of our working relationship that last 2.5 years.

My concern is other people are writing me from your email and cell phones ... they tell me you are dying ... prayers will not help ... that any stress could kill you to please not cause you stress ... then you write with patently false information ... I let some of it slide ... then I hear how concerned and worried you are about my needs ... that money is coming the next day during that time we will talk so I do not bring anything up and I want to help you ... this all seems like a set up ... we should move on peacefully ... why didn't you let me take that other job? You made me feel guilty ... but from the moment I told you I would stay ... that I refused and they hired someone else ... you stopped paying me or covering my expenses ...)

Respectfully,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: RE: Darren Meade / still helping
From: "Ripoff Report" <Editor@ripoffreport.com>
Date: Fri, May 16, 2014 10:24 am
To: "Darren Mitchell" <darrenmitchellm@gmail.com>
Cc: "Darren M. Meade" <dmeade@kalros-meade.com>

Darren,

Kairos Meade email is bouncing back ?

Also, let me know, just what it is you want?
The other day you said all you wanted me to do is help you for 30 days?
What is that?

Just tell me that. So we can both move on. If you want to remain friends, that will be up to you.

The other day you said all you wanted me to do is help you for 30 days?

What is that?

The other day you said all you wanted me to do is help you for 30 days?
What is that?

)
The other day you said all you wanted me to do is help you for 30 days?
What is that?

ED

From: Ripoff Report [mailto:EDitor@ripoffreport.com]
Sent: Friday, May 16, 2014 8:42 AM
To: Darren M. Meade (dmeade@kairos-meade.com)
Subject: Darren Meade / still helping

Darren –

I am sick about what you seem to be trying to claim! We have never had a contract for you to work for my company. We specifically documented that we would have no contracts unless in writing. You are certainly not an employee of me or my company.

I have been your friend. We have had a mutual cause, to free Tracy Richter, and to expose Michael Roberts to the world for his hypocritical and dishonest dealings.

I have supported your living expenses to allow you to continue with YOUR work towards those goals. I certainly never had a direction or control over the work. In fact, many of the things that you stated you would do have never happened.

And, now you are telling me that you lost your research. What a disappointment. What a blunder.

Darren, some of the things you write about make it seem like you feel entitled to get certain things at my expense, like rent and a car and food.

)
I don't help you with those things because I am obligated. I do it because I wanted to help you, my friend, and I wanted to support your crusade to see justice in the Tracy Richter case.

You are making some statements about being offered a job by someone, the Gym. I told you I thought it would be a good idea , you should take and help Tracy when you can. It would do you good to have a job and earn your own way.

You can still be a crusader. I may still help you in the future. But, you need to understand, I am not paying you and I am not required to help with your expenses if I don't want to do that.

You have been making some statements about Sia, and things you said I said, you know are not true as the subject of your apartment never ever came up, I don't understand why you would be doing that..

I am willing to keep helping you for a time, but not forever. Not because I have to do it, but because I want to help my friend. Nothing more. Nothing you've said in the last week or so make you sound anything like a friend.

ED

From: Darren M. Meade <dmeade@kairos-meade.com>
Sent time: 05/16/2014 08:21:42 PM
To: Ripoff Report <EDitor@ripoffreport.com>; westerned@aol.com
Subject: RE: Ed Magedson still lying

) My replies.

----- Original Message -----

Subject: Darren Meade / still helping
From: "Ripoff Report" <EDitor@ripoffreport.com>
Date: Fri, May 16, 2014 8:42 am
To: "Darren M. Meade" <dmeade@kairos-meade.com>

Darren –

I am sick about what you seem to be trying to claim! We have never had a contract for you to work for my company. We specifically documented that we would have no contracts unless in writing. You are certainly not an employee of me or my company.

Darren: I am sick that you continue to not pay me as promised and instead of being honest draft emails that are the exact opposite of your promises and recorded conversations (you're aware on the Brand.com video when you demanded I make your edits in the editor that was all recorded? Remember -- you were angry because I told you I was making notes ... you demanded I make your edits right then in the Editor, I explained if I did that, it would be permanent, I had to record, and had to go forward with your new direction ... at the time an ex-employee ... three days ... you made me make the changes in the editor itself ... not notes ... changes in the editor are recorded ... you know this ... why do you keep making me have to document these items?)

I have been your friend. We have had a mutual cause, to free Tracy Richter, and to expose Michael Roberts to the world for his hypocritical and dishonest dealings.

I have supported your living expenses to allow you to continue with YOUR work towards those goals. Darren: Mostly true ... I helped on other matters and looking into people for you.

I certainly never had a direction or control over the work. In fact, many of the things that you stated you would do have never happened. Darren: this is 100% false we both know you had direction and on something complete control. Again, this can easily be presented to a judge versus a he said ... he said email string.

And, now you are telling me that you lost your research. What a disappointment. What a blunder. Darren: you might very well have downloaded my research, I sent it to you, 89.2GB prior to my monthly subscriptions being canceled for non-payment. This was one of the reasons you were sending money (for Internet, wifi, and to paying hosting subscriptions to see what I might recover).

Darren, some of the things you write about make it seem like you feel entitled to get certain things at my expense, like rent and a car and food.

Darren: The car I was promised over a year ago, you told me to go rent a larger place, and you offered me more money which caused me to turn down a new job offer and continue working for you. This was not to help me as a friend, I played along with your wording the last 6-7 weeks because I had turned down the other job offer and the moment I let you know I had because of the promises you made ... you stopped paying me ... and someone claiming to be Michael or Mike emailed and sent me text messages asking me to not cause you any stress and I complied.

I don't help you with those things because I am obligated. I do it because I wanted to help you, my friend, and I wanted to support your crusade to see justice in the Tracy Richter case.

Darren: Partially true, but you took me off Tracey Richter and placed me onto first the person threatening you in Florida and then onto Brand.com and Richard Gorman ... then every few days on Brand.com you had the direction ... which was very difficult ... you told me not to use my voice, have everything in writing which you know is very hard for me ... that I do not spell or convey words in writing well ... you tell me about this ...each time you would change from having me write as an ex employee and the

) EXHIBIT

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customer caused me to have to redo the entire video ... this is why we were arguing and I asked if I could just make note and you said No make the changes in the video editor ... because I knew in a few days you would change your mind and I would have to start over ...

You are making some statements about being offered a job by someone, the Gym. I told you I thought it would be a good idea , you should take and help Tracy when you can. It would do you good to have a job and earn your own way.

Darren: THIS IS A LIE. You told wrote to me and (paraphrase) : *After all this time, I do not get to offer you more money to work for me ... I knew you were being paid on a shoe string budget ... I want to pay you more ... I turned down the job. You promised a new car, you had financing ready and that I could go get a bigger place so you could come visit. You even told me on the phone you changed your Trust to include me.*

You can still be a crusader. I may still help you in the future. But, you need to understand, I am not paying you and I am not required to help with your expenses if I don't want to do that.

Darren: Then why did you make promises with no intention of keeping them? You know when I turned down the job offer they hired someone else ... you laughed about them only offering \$500 more a month ... but they would have paid me on time and it would have only been a 10-12 hour work day (split shift) but I would have had a life.

You have been making some statements about Sia, and things you said I said, you know are not true as the subject of your apartment never ever came up, I don't understand why you would be doing that..

Darren: The flash point on this is Sia, has been Sia, the subject of my condo has come up, multiple times ever since he gave up my address and my tires were slashed.

I am willing to keep helping you for a time, but not forever. Not because I have to do it, but because I want to help my friend. Nothing more. Nothing you've said in the last week or so make you sound anything like a friend.

Darren: This is a lie ... you know I was given the diagnoses of 2-3 months yet to live which is why the other job was so vital ... and why when you offered the car so I could make my medical treatments ... you're also aware I missed a medical treatment today because I once again believed someone claiming to be Mike was making sure my rent was paid and bills covered because the phone you required me to get (3-4 weeks ago for your help ... which I could have used for cab fare to my medical treatment today) was going to be disconnected.

How many times can you kick a dog when he is down, we both know I am dying, but I will not simply roll over ... I have tried to placate you, and allowed your lies to go unopposed figuring you needed to cover up the truth about our dealings ... perhaps your attorneys drafted some communication pretending to be you ... because as one point you did tell me I should take the gym job ... and I did ... then you turned around and were upset I took it, and I walked away from it because you were upset ... but then you stopped paying me. Since then you continue to say you are going to pay me but outside of sending Chinese food one evening ... nothing I've sent you my personal information on bills ... deposit slips for accounts, and you continue to make promises but never deliver EXCEPT ... you continue to defend Sia.

ED

Law Office of Richard Goren
Richard A. Goren
101 Federal Street Suite 1900
Boston MA 02110
Tel: 617-261-8585
Facs: 617-342-7080
Mobile 617-797-4529
rgoren@richardgorenlaw.com
www.richardgorenlaw.com

From: Darren M. Meade [<mailto:dmeade@kalros-meade.com>]
Sent: Saturday, May 17, 2014 5:42 AM
To: rgoren@richardgorenlaw.com
Subject: Conflict request .. Ed Magedson // Ripoff Report
//
Importance: High

Dear Mr. Goren,

May I ask if you currently are the attorney suing Ripoff Report? I will be entering litigation against Ed Magedson and Ripoff Report and looking to recover amount north of \$ 1 mil. and have very strong case supported by a lot of material and data. We are looking for a strong experienced closer. This should be fairly straight forward given the data / insider information would also may prove Richard Goren's current case against the same parties :: that coupled with my information should lead to a quick lucrative resolution for us both, I am seeking a contingency

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arrangement.

We would like to send a brief overview of our case but need to make certain their would not be a conflict.

Should you verify you are not representing Ed Magedson (Arizona) or associated with his counsel (Adam Kunz, Maria Speth, David Gringas) I will send the case over to your email for review. Certain confidential information will be disclosed in person.

Very truly yours,

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

EXHIBIT

E-FILED 2014 OCT 01 10:33 AM SAC - CLERK OF DISTRICT COURT

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Monday, May 19, 2014 7:27 PM
To: rgoren@richardgorenlaw.com
Subject: RE: Conflict request .. Ed Magedson // Ripoff Report // CONFIDENTIAL LEGAL NOTICE
PUBLICATION PROHIBITED

Hello Richard,

thank you for your reply.

I never thought I would be writing seeking legal counsel over my 2.4 years employment with Xcentric Ventures / Ed Magedson. Please be advised I have only a high school education and no legal training, therefore I may utilize a word or phrase which might be different than the "legal" definition of the word, please keep that in mind as you read the basis of my claim.

Background:

I had a triple dissection of my aorta which requires though I survived I am permanently disabled and due to complication my doctor advised I could die suddenly or might have a life expectancy of 3-4 months. Partially due to the fact that I was without a car and had to walk 9.6 miles to pick up my blood pressure and heart medicine, 15.8 miles monthly lab work ... plus any errands, this was all done on a 'club foot' which was a complications from the triple dissection of my aorta. 9 miles would take me 5-6 hours and leave me with a bloody foot and pounding headache.

I contracted pneumonia but in order to stay alive had to still walk to pick up my medications, Ed, felt I should power through and finish some research into some reports I posted on Ripoff Report, I was unable for 3-4 weeks and for the first time in 2.4 years he stopped my weekly pay (my compensation package also included my rent being paid to my landlord) until I completed some reports. Prior to contracting pneumonia, I worked 12-16 hours per day, 7 days a week, including holidays, for 2.3 years. Ed referred to me as his top confidant.

Ed withheld pay, and during that time I was offered a new job, one that would pay me an additional \$500 per month. The additional \$500 would allow me to buy a car, and given my health that was everything to me. I informed Ed,

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That began a series of emails from Ed, offering me a very lucrative raise, and telling me he had a brand new car arranged for me as well. He made me feel guilty for not allowing him an opportunity to match my new job offer. I made an error and chose to remain in Ed's employ and declined the other job offer.

Ed, never re-engaged my pay, or provided the car. It was fraud from the inception, Ed began sending emails falsely portraying me as mentally-balanced, and that he would spread this information through his 'expertise' across the Internet. Moreover, I became destitute from not being paid, Ed informed my landlord rent would no longer be paid, and that is when he told me if I wanted to be paid and back in his good graces I needed to sign a full release with a clause that 'if telling the truth disparages Ed Magedson, Ripoff Report of any of their agents I would have to pay \$250,000.00' or words to that effect.

Ed and Xcentric Ventures conduct seems to use defamation, false light invasion of privacy, tortious interference with contract, and interference with prospective economic advantage, among other claims. I was paid initially from payroll check from Xcentric Ventures, then they asked to pay my landlord directly (\$3500 per month) and utilized Green Dot for an additional \$500 weekly.

It is apparent that your novel approach has garnered much publicity in the end, legal pundits claim this is "another creative-but-doomed-from-the-start attempt by a litigant to try to strip away CDA 230 protection."

<http://blog.ericgoldman.org/archives/2014/04/xcentric-ventures-chips-away-at-small-justices-copyright-workaround-to-section-230.htm>

Unless, you can provide to the court Ed's participation and solicitation of victims of defamatory reports to participate in its fee-based Corporate Advisory Program and VIP Arbitration program.

I may or may not have consensually recorded call regarding Mr. Magedson and/or his services, including drafts, correspondence, lead lists, and both the alias and real names of a sales person in California. Whom created post and then tried to re-mediate the problem, also created additional false posts, If the person denied the CAP, or so I am told. I am a voracious researcher, are you aware that multiple CAP members who 'pledged to 100% customer satisfaction' were later shut down by the FTC? In my opinion, how could the CAP program be valid to protecting consumers, if multiple times these Internet Marketers, join the CAP program, yet during the time they are on the CAP program, these members defraud senior citizens of \$200,000,000.00 according to the FTC, 42% of who were over 60 years of age, the one group

) unable to recover from financial ruin.

May I ask, are you just trying to have your false post remove or actually challenge the CDA?

That question is for my own knowledge.

Please let me know would you be willing to represent me in my claim against Ed Magedson and Xcentric Ventures?

If so, I believe drafting a lawsuit and providing it to them before it was filed would cause an immediate settlement for us both. Ed actually had me record him on the phone selling the CAP program so that I could hear how to sell it, and then sell on my own.

Ed is aware of my lead list, and also my disdain for a sales rep he employs, not just any sales rep but someone who was held on a 5150 involuntary hold for threatening to shoot a professor. Ed gave me a veiled threat saying he has sent people to my private investigators to my home, that they watch my every move. This does not constitute a complete or exhaustive statement of what I may or may not know. If you wish to pursue creating new case law for the CDA, I would have even more to share.

) Please let me know if you would consider representing me, I truly need to find someone given my financial and medical condition.

This letter is a confidential legal communication and is not for dissemination or publication. ~

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

| ----- Original Message -----

| Subject: RE: Conflict request .. Ed Magedson // Ripoff Report //

| From: "rgoren@richardgorenlaw.com" <rgoren@richardgorenlaw.com>

| Date: Mon, May 19, 2014 9:36 am

| To: "Darren M. Meade" <dmeade@kalros-meade.com>

| Hi Mr. Meade,

) From: rgoren@richardgorenlaw.com
Subject: FW: 2nd Reply ... Conflict request .. Ed Magedson // Ripoff Report // CONFIDENTIAL LEGAL NOTICE PUBLICATION PROHIBITED
Date: August 4, 2014 at 2:49 PM
To: Attorney@saccounty.org

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Friday, May 23, 2014 7:21 PM
To: rgoren@rlchardgorenlaw.com
Subject: 2nd Reply ... Conflict request .. Ed Magedson // Ripoff Report // CONFIDENTIAL LEGAL NOTICE PUBLICATION PROHIBITED

Dear Mr. Goren,

below my reply from with additional details in regards to my seeking counsel for litigation against Ed Magedson :: Xcentric Ventures.

I had not yet received a reply.

My hope was that you might see the value in uniting together for a speedy resolution for us both. If you did send a reply can you kindly resend it?

In the event you have declined representing me, I wish you well.

) Respectfully,

Darren

Hello Richard,

thank you for your reply.

I never thought I would be writing seeking legal counsel over my 2.4 years employment with Xcentric Ventures / Ed Magedson. Please be advised I have only a high school education and no legal training, therefore I may utilize a word or phrase which might be different than the "legal" definition of the word, please keep that in mind as you read the basis of my claim.

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) EXHIBIT

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) attempt by a litigant to try to strip away CDA 230 protection."

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) Please let me know if you would consider representing me, I truly need to find someone given my financial and medical condition.

This letter is a confidential legal communication and is not for dissemination or publication. -)

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

----- Original Message -----

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From: "rgoren@richardgorenlaw.com" <rgoren@richardgorenlaw.com>
Date: Mon, May 19, 2014 9:36 am
To: "Darren M. Meade" <dmeade@kalros-meade.com>

Hi Mr. Meade,

I am currently suing Xcentric Ventures LLC in federal court in Boston.

While I surmise our cases are dissimilar, why don't you tell me the basis of your claim. I am particularly interested in the Ripoff Report advocacy program.

Richard

Law Office of Richard Goren
Richard A. Goren
101 Federal Street Suite 1900
Boston MA 02110
Tel: 617-261-8585
Facs: 617-342-7080
Mobile 617-797-4529
rgoren@richardgorenlaw.com
www.richardgorenlaw.com

From: Darren M. Meade [<mailto:dmeade@kalros-meade.com>]
Sent: Saturday, May 17, 2014 5:42 AM
To: rgoren@richardgorenlaw.com
Subject: Conflict request .. Ed Magedson // Ripoff Report //

) **Importance:** high

Dear Mr. Goren,

May I ask if you currently are the attorney suing Ripoff Report?

I will be entering litigation against Ed Magedson and Ripoff Report and looking to recover amount north of \$ 1 mil. and have very strong case supported by a lot of material and data. We are looking for a strong experienced closer. This should be fairly straight forward given the data / Insider information would also may prove Richard Goren's current case against the same parties :: that coupled with my information should lead to a quick lucrative resolution for us both, I am seeking a contingency arrangement.

We would like to send a brief overview of our case but need to make certain their would not be a conflict.

) Should you verify you are not representing Ed Magedson (Arizona) or associated with his counsel (Adam Kunz, Maria Speth, David Gringas) I will send the case over to your email for review. Certain confidential information will be disclosed in person.

Very truly yours,

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 06/17/2014 08:08:22 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: Meade Settlement & Release form - as directed

Darren,

That's a lot of money for me to lay out at once – This is more than you asked for originally.. Now you are asking for \$17,000 right now?? and I have to pay your rent for June and then in July! That's another \$6,000 -- that's too much over the top for me ?

What about I pay \$10,000 immediate (after signing agreement) I will overnight mail a check to you. and \$5,000 on July 12th. and \$2,000 in August - Darren, there should be no need to make me pay more up front.. Is that okay?

If it is, I will have Adam modify the Agreement. Then you should print it, sign it, scan it, and email it back to me (all the pages).

I have given you everything you asked for.

QUESTION – do you have something in mind to reverse the damage done? There is a lot of tweeting going on and saying there is a treasure-trove of information to be had? Please explain what you will do.

ED

From: Darren M. Meade [mailto:dmeade@kairos-meade.com]
Sent: Tuesday, June 17, 2014 4:54 PM
To: ED Rip-off; westerned@aol.com
Subject: Meade Settlement & Release form - as directed

Ed,

How we execute the agreement?

Will you Fed-Ex a copy?

Or, will a digital signature be acceptable?

I write the above in good-faith ... the settlement agreement does not contain the terms as agreed on Mon, May 26, 2014 2:24PM.

The missing term:

And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June, and July.

Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing research in support of Tracy or the Brand.com Syndicate matter.

Since this has been a deposit over what is owed, I asked the remainder of Ju be paid immediately. That will keep us from having any sort of fall out and a attending the healing school is my primary concern.

While you offered to pay the airfare and hotel I would feel more comfortable paying those arrangements myself. The total is immediate funds would be \$18,250 although,

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it could also be interpreted as \$17,000, the wording was vague stating:

| \$5,000 in weekly installments of \$1,250.00 for May, June, and July.

The total of \$5,000 was detailed but paid in weekly installment of which there were 5 weeks in May. Either works, if you can add the terms as agreed in May and address the immediate funds, I am ready, willing and able to sign the agreement today.

Ed, you wrote: Please Darren. I will accept that you sent out a false signal to the bad guys. They are starting to twit and twat about you going against Ripoff Report, and that is not good! So looks like the attorneys violated you! They say you have a "treasure trove" of information to hurt me. Please do not do that.

Ed, I never enter battles I cannot win. Do we play the double agent card and use disinformation?

Or, do we quickly put Michael Roberts down with the truth?

Roberts was a bit hurt that a Tweet with a link to Ripoff Report about Google-Cide garnered 7,655 views on June 14th, 2014 which preceded his desperate attack on June 16th, 2014.

That Tweet caused two blackmail victims of Roberts to reach out to me on Twitter, which Roberts no doubt saw. All documented. From a strategy perspective how is it best to move forward?

If you can add the missing agreed upon term, we have a deal. The original email from Adam offering those terms in May is below this email.

Very truly yours,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: RE: SETTLEMENT PROPOSAL FOLLOW UP: QUANTUM MERUIT: Unpaid

Earned Wages, Fringe Benefits :: Car ::

From: "Adam" <adam@ripoffreport.com>

Date: Mon, May 26, 2014 2:24 pm

To: "Darren M. Meade" <dmeade@kairos-meade.com>

Darren,

I am glad you feel we are making progress in the right direction, in the right manner, for the right reasons. My proposal is really quite simple.

To avoid a lawsuit, let Xcentric pay what you claim you are owed under your alleged theories of wages, contract, and reliance.

We will pay what you claim you would have received.

Let's say that is \$2,000 for the month of April (which is clearly more than it would have been, but Xcentric will pay immediately)

And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June, and

July.

Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing research in support of Tracy or the Brand.com Syndicate matter. And \$2,500 towards your purchase or lease of a car.

From you, we will need a written statement representing that you have honored and will continue to honor the non-disclosure you signed, and a release of all claims against Xcentric, Ed, and any of his interests - meaning you will not have any reason to sue for anything up until the time of the release agreement.

You will also continue to do the research work regarding Tracy's cause, and the Brand.com Syndicate, and share your work product with Xcentric and its representatives, through July.

And, If you want to keep doing that kind of work after July, we can reach an arrangement. Ed has discussed this with you in the past, having you do work once the project for helping Tracy was over. ED is very interested in making arrangements for you to work for him.

I think that is the coat and the cloak, and a very honorable proposal to settle disputes between brothers.

I will call you about this to see where you will take it.

Adam

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re:

August 22, 2014 Motion to Quash of Darren Mitchell Meade

SMALL JUSTICE LLC,)
And others,)
Plaintiffs,)
v.) CIVIL ACTION NO. 1:13-cv-11701-DJC
XCENTRIC VENTURES LLC,)
Defendant.)

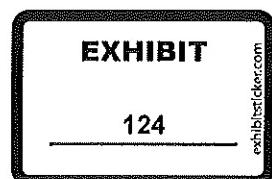
AFFIDAVIT OF RICHARD A. GOREN

The undersigned deposes and states as follows:

1. I am a plaintiff and counsel to all plaintiffs in this action, which focuses in material part on events from and after January 28, 2012 through 2013. I make this affidavit in opposition to the August 22, 2014 Motion of the non-party Darren Mitchell Meade to Quash two Subpoenas.

2. I am a member in good standing of the bar of the Commonwealth of Massachusetts; and I am admitted to practice in the District of Massachusetts, the First Circuit Court of Appeals and the Second Circuit Court of Appeals. I do not practice in either California or Arizona.

3. On Saturday May 17, 2014, I received an unsolicited email from Darren M. Meade inquiring whether I was "currently ... suing the Ripoff Report" as he was looking for an



attorney to represent him on a contingent fee basis in a case against Mr. Magedson and the Ripoff Report; and he asked me to

verify you are not representing Ed Magedson (Arizona) or associated with his counsel (Adam Kunz, Maria Speth, David Gringas){.} I will send the case over to your email for review. Certain confidential information will be disclosed in person.

In his May 17th email, Mr. Meade also asserted that he had “insider information” that would be relevant to my Massachusetts case. In the case at bar, the plaintiffs seek discovery of Xcentric’s operation of its reputation restoration business, which offers commercial fee based solutions for the subjects of false and/or defamatory reports posted on its Ripoff Report website.

4. This May 17, 2014 email was the first time I had received any communication of any kind from Mr. Meade. Based on my own prior investigation I had reason to know or believe that Mr. Meade had authored a number of works on the Ripoff Report.

5. On May 19, 2014, I emailed a reply to Mr. Meade informing him that I did have a case against Xcentric Ventures LLC pending in federal court in Boston; I asked him to explain the basis of his claim; and I informed him of my specific interest in Xcentric’s reputation restoration business. That same day Mr. Meade emailed a response to my reply, alleging that he had been employed for 2.4 years with Xcentric, and that he had evidence relevant to my case pending in Boston. Concerning his claim, his note referenced certain alleged medical conditions of Mr. Meade and alleged certain unfair employment practices by Mr. Magedson; and, in closing asked if I “would consider representing” him...[and stated that t]his letter is a confidential legal communication...”. Excerpts from this email are contained in ¶85 of my August 4, 2014 Affidavit (Paper 65.2 in this case). If and to the extent material, at the request of the Court, I will produce under seal for the Court’s *in camera* examination Mr. Meade’s May

) 19th email and all my email communications with him. On May 23, 2014, Mr. Meade emailed me noting that he had "not yet received a reply" to his inquiry. On May 24, 2014, I emailed Mr. Meade asking him the precise period of time of his employment and/or affiliation with Xcentric Ventures and also requested documentation of his alleged relationship. On May 27, 2014, Mr. Meade replied that the period of time of his involvement with Xcentric Ventures was January 2012 to May 2014, that he lived in Laguna Beach, California and that he would only provide documentation of his alleged relationship if I were to "decide to represent ... [him] in his claims against Xcentric Ventures, LLC and Ed Magedson." At no time did I assure Mr. Meade that would represent him or that any information he might furnish would be kept confidential.

) 6. On May 27, 2014, on behalf of plaintiffs in this action I served Rule 26 automatic disclosures on Xcentric in which I listed Mr. Meade as a potential witness who may have evidence of the marketing, content and postings on the Ripoff Report and its commercial reputation restoration business. In June 2014, Xcentric's counsel informed me that Mr. Meade had received payments from Xcentric and/or Mr. Magedson but denied that Mr. Meade had been a paid employee of Xcentric. Xcentric declined to disclose the nature of its relationship with Mr. Meade pending a determination of Xcentric's then contemplated, and subsequently filed, motion for summary judgment.

) 7. Contrary to Mr. Meade's sworn statement that he "was contacted by Goren," I did not initiate contact with Mr. Meade. Contrary to Mr. Meade's sworn statement, at no time did I participate in "conversations" with him; nor did I participate in any real time texting or other face time computer interactions with Mr. Meade. At no time did I ever provide any legal advice to Mr. Meade.

8. On August 5, 2014, after giving notice to the defendant I issued two subpoenas to Mr. Meade. The subpoenas specified 22318 Third Avenue, Laguna Beach California 92651 the address at which in a September 2011 deposition Mr. Meade had testified he then resided; in May 2014, Mr. Meade had informed me that he lived in Laguna Beach. In July 2014, I learned of a criminal investigation being conducted by the Sac County Iowa Prosecutor; in the State's affidavit underlying issuance by the state court of a search warrant, the prosecuting attorney alleged: that in late 2011 Mr. Meade had entered into negotiations with Mr. Magedson for employment; that Mr. Magedson paid Mr. Meade more than \$80,000 to create defamatory reports and post them on the Ripoff Report; that Mr. Meade solicited one or more subjects of defamatory reports on the Ripoff Report to pay \$10,000 to remove from the Ripoff Report website the defamatory work that Mr. Meade had authored. See my August 4, 2014 affidavit, Paper 65.2, ¶86.

9. Contrary to his May 2014 representation to me, Mr. Meade was not residing in Laguna Beach. I was informed by my process server that Mr. Meade was not known at the Laguna Beach address. On August 8, 2014, Mr. Meade was served with the two subpoenas at an address in Huntington Beach California, at which upon information and belief he then resided. Exhibits A and B are copies of the returns of service. The place of in hand service on Mr. Meade is, according to Google maps, approximately 43.6 miles from the offices of Seyfarth Shaw in Los Angeles, which is the place at which production was to be made.

10. On Monday August 11, 2014, I had a discussion with Maria Speth, Xcentric's counsel, about the document subpoena; Ms. Speth expressed concern that the subpoena was too broad in that it sought production of the entire laptop and production of personal information. I informed Ms. Speth I would consider her concerns. That same day after learning of the service

) on Mr. Meade, I called the telephone number indicated on Mr. Meade's May 2014 emails to me and was invited by a recording purportedly by Mr. Meade to leave a message. I left a telephone message offering: (i) in lieu of producing his entire laptop machine to produce specified materials for a specified time period of January 1, 2011 to August 2014; (ii) the opportunity to make electronic production on a shared drop box folder; (iii) indicating suggested dates for production; and, (iii) asking Mr. Meade to suggest dates in the first ten days of September for his deposition. I then emailed Mr. Meade repeating in detail the telephone message I had left. In my email I specified that notwithstanding the subpoena he need not produce his laptop and also that as a general matter (all 11 subjects) I sought materials regarding work done or money paid or anything connected to his business relationship with the defendant and the Ripoff Report for the period from January 1, 2011 to date. On August 12, 2014, and again on August 13, 2014, having received no response I again emailed Mr. Meade that if he "choose[s] not] to work with me regarding the production of documents," he must have the materials subpoenaed delivered to me on Thursday August 14th at 9:30am at the offices of Seyfarth Shaw at 2029 Century Park East, in Los Angeles. At 10:46 pm (Boston time) on August 13, 2014, Mr. Meade emailed me that he "wish[ed] to cooperate and ... protect my rights and also my sources for my investigative journalism;" and, he requested more time for production. At 9:06 am on August 14, 2014, I emailed Mr. Meade

Production electronically, in lieu of your personal production at Seyfarth Shaw today, is, as my telephone message to you and the below emails specify, acceptable.

I will expect you to make electronic production of the materials (files, emails etc) on your laptop as I set forth below in the initial email in this chain. Production on the 15th as you seem to have suggested is acceptable. If need be, production a day or two later is acceptable. You must inform me when and how you will comply with the subpoena. If you prefer a delivery mechanism other than drop box or similar on line mechanism, I will reimburse you for the reasonable cost of a thumb drive or similar storage device and the overnight delivery charge.

...
After receipt of the production we can set a date, that is mutually acceptable to you and the parties, for your deposition.

11. At 10:12pm (Boston time) on August 14, 2014, Mr. Meade emailed me:

thank you for the continuance til Monday, August 18, 2014. ...My funds are extremely limited that being said there is a UPS store near my home[;] is it possible to arrange for copying, flash drives and overnight to be paid for via that store?

12. At 8:15 am (Boston time) on August 15, 2014, I emailed Mr. Meade:

That is acceptable. I will reimburse you for thumb drive, and overnight delivery to me at my office. I assume you will purchase a (I believe it is called) USB device. What size or giga bytes(?) do you estimate needing. I will expect production to be overnighted to me for delivery to my office on either Monday August 18th or in all events no later than Tuesday August 19th. Upon completion of the production at the UPS store, please email me that you have made your production. Then if you will email me your out of pocket costs for the flash drive and overnight delivery charge, I will mail to you my check. If there is a charge for a third party to copy/transfer, I will reimburse that as well. May I presume I should mail to the address at which service was made?

In the next week or so, I will see about scheduling your deposition. Can you advise what dates in the first two weeks of September are UNAVAILABLE.

13. At 5:34pm on August 15, 2014, Mr. Meade emailed me that he had filed the motion to quash in the Central District of California, Southern Division at Santa Ana. The August 15, 2014 Motion, the August 15, 2014 Declaration of Darren Mitchell Meade and a proposed Order were attached to his email.

14. On August 18, 2014, Xcentric's counsel informed me that Mr. Meade had "copied Ed [Magedson] on his [August 15th] email to" me.

19. On August 21, 2014, Mr. Meade emailed Ms. Speth as counsel to Xcentric with copy to me and Mr. Booth, Xcentric's local counsel. Mr. Meade informed the parties that his August 15th electronically filed motion to quash had been rejected by the Clerk of the Central District of California for want of a \$400 filing fee. Mr. Meade represented to the parties: "I

) cannot afford the \$400 fee." On August 21, 2014, Mr. Meade emailed the parties expressing an interest in filing his motion to quash in Massachusetts "and then file for an Order to transfer it to the Central District under Rule 45." On August 22, 2014, I emailed Mr. Meade asking him if he "would like me to make inquiry of Judge Casper's clerk as to how you might file your motion to quash." I provided him with the address, phone and email address of Ms. Hourihan. That same day Mr. Meade wrote back that "at the moment I only have \$10," and would like to file his motion with Judge Casper. On Monday August 25th, Mr. Meade emailed the parties that he would "appreciate ... [my] assistance in the filing of the Motion to Quash in Massachusetts...". Mr. Meade also admitted that he had received a telephone message on August 11th from a Richard Goren asking Mr. Meade "to choose a date in September for ... [his] deposition." That same day I called Ms. Hourihan and explained that Mr. Meade claimed he could not afford to pay a filing fee but wanted to file his motion to quash in this Court. Following that conversation I informed Mr. Meade of my understanding that if he would mail the papers to Ms. Hourihan at the address I had provided him, she would see to the filing of the Motion to Quash.

20. On August 22, 2014 I wrote to Ms. Speth:

If Mr. Meade and Xcentric entered into a settlement agreement or some other agreement whereby they are no longer adversarial, you must produce that.

Ms. Speth wrote back:

There is a settlement agreement between Meade and Xcentric. It is, however, confidential by its terms. Also, it is not relevant to the claims in your case. It does not refer to, relate to or concern CAP or arbitration.

EXECUTED UNDER THE PENALTIES OF PERJURY THIS 27th DAY OF AUGUST, 2014.

ss/Richard A. Goren

CERTIFICATE OF SERVICE

I hereby certify that this document will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and that paper copies will be sent to those non-registered participants (if any) on August 29 , 2014. Because the movant Mr. Meade declined my request to specify a mailing address, I will email him this affidavit and mail same to the return address indicated on his service by mail of his August 22, 2014 Motion to Quash.

/s/ Richard A. Goren

From: Darren M. Meade <dmeade@kairos-meade.com>
Sent time: 05/29/2014 02:57:17 AM
To: ED Rip-off <EDitor@ripoffreport.com>; westerned@aol.com
Subject: ED ... this was yesterday's settlement offer I sent to Adam at 4AM ...
Attachments: Settlement Draft.docx

)
Ed,

its obvious were are not able to resolve matters amicably.

I will give you a call ... you might not pick up ... but its a call to say goodbye from one friend to another ...

The email below is the one I sent to Adam.

He wrote in reply that in regards to my research on Tracey Richter that I am deceitful & manipulative.

The Attorney General in Iowa which is going to allow Tracey's release drew a different conclusion.

Ed, I believe I now know why you instigated a copy cat routine when you attacked me claiming I only helped Tracey Richter for personal reasons, which is not true.

Regardless, I will try to give you a call to say good bye ...

Very truly yours,

)
Adam;

To save some time in getting this right out to you, see the following revisions:

- Covenant Not To Sue
- Stronger Mutual Release
- Contract Under California Law
- Removed Wording Allowing Non Payment of Settlement Funds
- Changed Wording on NDA (in seeking a contingency attorney to resolve matters I share the attorney is already in litigation with Xcentric ... therefore I removed wording which would not be truthful)

Please review, the stronger release I felt would help you and this was about getting what Ed had promised, if he is going to meet that obligation than I was willing to provide the covenant not to sue.

Then given that I currently do not have a car and am destitute, I can not enter into a settlement agreement based under Arizona law, I would not be able to travel to defend, therefore I switched it to California.

I do not know how to do a redline document therefore you will see much of the attached document has different headings, etc.

NO ACCEPTANCE OF SETTLEMENT OFFER

)
Adam;

EXHIBIT

125

this has drug on for nearly two months, I am terminally ill.

Ed punished me over Siamack.

You get your release and covenant not to sue ... I will be paid mostly what I was promised,
Ed knows the truth over the car.

I told the contingency to call me at 1:30PM if you agree to the edits, and the settlement funds transacted before then we have a deal, if not, then I will move forward with ALL legal remedies.

Please know I apologize for adding to your stress level ... it's just after nearly two months of promises, I've reached my limit.

This does not constitute a complete or exhaustive statement of all of my rights or claims. Nothing contained herein is intended as, nor should it be deemed to constitute, a waiver or relinquishment of any of our client's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved. This letter is a confidential legal communication and is not for dissemination or publication. - '

----- Original Message -----

Subject: Settlement and Release Agreement - Edited and updated

From: "Adam S. Kunz" <ask@jaburgwilk.com>

Date: Wed, May 28, 2014 3:23 am

To: "Darren M. Meade" <dmeade@kairos-meade.com>

Darren,

Sorry, in my last email I sent a document that needed additional editing.
I have edited the document and attached the edited version.

Please acknowledge your acceptance by email, and provide a signed copy to me as soon as possible.

Thanks

Adam

)
DRAFT: SETTLEMENT AGREEMENT GENERAL MUTUAL RELEASE

This Settlement Agreement and General Mutual Release ("the Agreement") is made and is entered into by and between Ed Magedson ("Madgedson") and Xcentric Ventures ("Xcentric") (jointly "Magedson/Xcentric"), on the one hand, and Darren Meade ("Meade"), on the other hand. Magedson, Xcentric and Meade are sometimes collectively referred to as "Parties" and individually referred to as "Party." This Agreement is not effective unless executed by all Parties. The effective date is the date on which all Parties have fully executed this Agreement ("Effective Date").

)
RECITALS

- A. Meade has demanded that Xcentric pay him earned wages, and also alleged that Xcentric should pay money based on contractual obligation and the theory of detrimental reliance.
- B. Xcentric denies entering into any contract to employ Meade, and denies any contractual obligation to pay Meade, and denies making any representation or promise upon which Meade could reasonably rely, and asserts that Mead could not reasonably rely on any statement made by Xcentric in rejecting an employment offer by a third party.
- C. Xcentric represents that it respected with Meade's research work to assist Tracy Richter in obtaining release from prison, and his research work in exposing fraud and abuse. Xcentric also felt friendship for Meade, sympathy for Meade's health problems, and concern about hostility from the alleged criminals that Darren's research exposed. Motivated by these feelings, at various times Xcentric voluntarily supported Meade.
- D. Mead represents and warrants as a condition precedent to this Agreement that he has honored and abided the Confidentiality/Non-disclosure Agreement of January 7 th , 2012, and has only spoken with and interviewed legal counsel to settle dispute.
- E. The matters stated in these Recitals and Warranties constitute an active dispute between the Parties (the "Dispute") which, along with any other disputes or claims not mentioned, the parties desire to resolve by Agreement.
- F. The Parties have consulted with legal counsel and have decided to settle any and all matters involving the Parites, solely in their individual capacities and solely arising out of the events and/or conduct alleged in their dealings with respect to Magedson, Xcentric and Meade.

)
TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the

Parties hereto agree as follows:

1. Consideration. The Parties have agreed to the following consideration for entering into this Agreement, on the terms and conditions recited:
 - (a) Releases.
 - i) Meade General Release:

Effective upon execution of this Agreement by all of the Parties, Meade irrevocably and finally and forever releases Magedson/Xcentric and each of their agents, attorneys and employees of and from any and all disputes, actions, causes of action, claims, demands, debts, breaches, rights, liabilities, duties, obligations, rents, charges, liens, security interests, attorneys' fees, costs, injuries, losses and damages, whether known or unknown, suspected or unsuspected, legal or equitable that existed or may have existed prior to, or arise from any facts, circumstances events or conduct occurring on or prior to the Effective Date of this Agreement, pertaining solely to any and all of the allegations in recitals above or any other issue arising out of or in connection with Tracey Richter, Brand.com and/or Magedson / Xcentric or Meade, whether written, oral and/or implied ("Meade Released Claims"). However, nothing herein shall be construed as a release on behalf of Meade's claims against Siamack Yaghobi.

ii) Magedson/Xcentric General Release:

Effective upon execution of this Agreement by all of the Parties, Magedson / Xcentric irrevocably and finally and forever release Meade of and from any and all disputes, actions, causes of action, claims, demands, debts, breaches, rights, liabilities, duties, obligations, rents, charges, liens, security interests, attorneys' fees, costs, injuries, losses and damages, whether known or unknown, suspected or unsuspected, legal or equitable that existed or may have existed prior to, or arise from any facts, circumstances, events or conduct occurring on or prior to the Effective Date of this Agreement pertaining to any and all the allegations in the recitals or arising out of or in connection with Tracey Richter, Brand.com and / or Magedson / Xcentric involvement whether written, oral and/or implied ("Magedson/Xcentric Released Claims"). This release specifically does not extend to, release, or affect in any way Meade's Confidentiality/Non-disclosure Agreement which Meade signed on or about January 7th , 2012.

(b) Settlement Payments

(1) In consideration of the covenants and conditions contained herein, including the releases referred to herein, Magedson / Xcentric will pay Meade's rent at the rate of \$3,000.00 for the months of June and July 2014.

Xcentric will pay Meade \$2,000 immediately after the execution of this Agreement, representing a contribution in support of Meade's research for the Month of April.

SETTLEMENT AGREEMENT Page 3

Xcentric will pay Meade \$5,000 within one week of the execution of the Agreement or before May 31 st , whichever is later, representing a contribution in support of Meade's research for the Month of April.

Xcentric will pay Mead \$1,250.00 each week as a contribution in support of his ongoing research regarding Tracy Richter, Michael Roberts, and Brand.com or its affiliates, through July 2014. The Parties agree that Meade is not an employee of Xcentric, that Meade performs his research activities independent of Xcentric's control, and that Xcentric's payments to Meade are consideration for this Agreement and not wages.

Xcentric will make a one-time payment of \$2,500.00 to Meade or whatever person Meade directs as a down payment on the purchase or lease of a vehicle.

Xcentric will assist Meade in attempting obtaining financing for the purchase or lease of a vehicle by making requests and favorable recommendations to Xcentric's connections in the auto sales business.

Xcentric will pay a rental car agency up to \$300 so that Meade can rent a car for his personal needs including finding a vehicle to purchase or lease.

Meade within five (5) days of Effective Date of this Agreement.

(2) In consideration of the covenants and conditions contained herein, including the releases referred to herein, Meade agrees to provide Xcentric, through its designated agents, unrestricted access to his work product related to Tracy Richter, Michael Roberts, John Paul Ellis, Brand.com and its affiliates, and to answer questions, through July 2014.

Meade if needed will recreate video's, research (not to exceed 200 hours) which the parties acknowledge might have been lost when Meade could not afford to pay for subscriptions, hosting.

Meade will also use the settlement payments to pay to renew all administrative decisions that will preserve, protect said research.

Meade agrees to immediately inform Xcentric regarding any inquiry about Xcentric from any person (including an entity), and any disclosure of information about Xcentric to any person (including an entity). In the event that Meade is requested to provide information about Xcentric through legal process, Meade will provide notice to Xcentric and refrain from making any disclosure until Xcentric has the opportunity to object, or seek a protective order, or seek other relief.

2. Section 1542 Waiver.

(a) Subject to the limited scope of the Meade Released Claims and Magedson/Xcentric Released Claims as set forth in paragraphs 1(a) (i) and (ii), the Parties herein expressly waive any and all rights they may have under section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) In addition to their waiver of section 1542, The Parties also expressly waive any and all rights they may have under any other statute, rule, regulation and/or judicial or administrative decision that preserves, protects, reserves or otherwise maintains any claims, causes, rights, duties, obligations, conduct, actions or interests not known, suspected or anticipated at the time of a compromise, release, accord and satisfaction or other settlement pertaining to either the Meade Released Claims and/or Magedson/Xcentric Released Claims as set forth in paragraphs 1(a) (i) and (ii) (c) However, nothing in Paragraph 2 is intended by the Parties to extend the

scope of the release as limited in paragraphs 1(a) i) & ii) and

3. Covenant Not To Sue. Each Party hereby covenants and agrees not to bring any claims, causes of action, actions or proceedings which refer, relate, arise out of or pertain to any of the Meade Released Claims and/or Magedson/Xcentric Released Claims as set forth in paragraphs 1(a) (i) and (ii) above and

each Party further covenants and agrees that this Agreement is a bar to any such matters and that any court of competent jurisdiction may enforce this covenant based on noticed motion or petition for relief on an expedited basis to effectuate the Parties' intent to finally resolve all matters recited above.

4. Warranty of Non-Assignment.

(a) Each Party represents and warrants that as of the date of this Agreement, he has not assigned, sold, hypothecated, conveyed, pledged, alienated or transferred any rights, claims, actions, or causes of action he may have and which is affected by this Agreement. Each Party further represents and warrants that he is unaware of any person or entity not a party hereto having or claiming to have any interest in any matter which is released, waived, or otherwise affected by this Agreement, except as expressly set forth in this Agreement.

(b) The Parties warrant that they have the full and complete authority to agree to the terms of this Agreement, and full and complete authority to provide the releases set forth herein. The Parties, and each of them, warrant that they, and no others, have all the exclusive rights, titles, obligations, and interests to any and all claims arising out or related to the claims made in the Action.

5. Warranty of Authorization. Each person executing this Agreement warrants that he is authorized to execute this Agreement.

6. Binding Agreement. This Agreement benefits, inures to, and is binding upon, each Party, and his respective heirs, legatees, executors, trustees, trustors, predecessors, successors, successors-in-interest, assigns, beneficiaries, partners, partnerships, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, departments, agencies, and all persons, firms, associations, and/or corporations connected with the Party, including his/her/its insurers, sureties, and attorneys.

7. Integration, Modification, Severability, Savings Clause. This Agreement supersedes all prior negotiations and agreements between the Parties and is their full and final agreement with respect to its subject matter. This Agreement may not be modified, unless by written agreement signed by all Parties. In the event that any portion of this Agreement shall be found void or voidable by a court of competent jurisdiction, such portion shall be stricken and the Agreement reformed to as closely approximate, as the law permits, in accord with the intent of stricken portion or portions.

8. Waiver, Modification or Amendment. Each Party hereby agrees that no provision or breach of this Agreement may be waived unless in writing signed by the Party to be charged, that the waiver of any one provision or breach of this Agreement shall not be deemed to constitute a waiver of any other provision or breach of this Agreement, and that this Agreement may be modified or amended only by a written instrument executed by each Party.

9. Confidentiality. The Parties hereto have not and will not disclose the terms of this Agreement, or that this Agreement exists, to anyone except their attorneys, their financial advisors, the IRS or other taxing authorities, as required by law, or to enforce this Agreement. The Parties further acknowledge that Magedson/Xcentric or Meade may be required to disclose the terms of this Agreement through discovery and/or at trial.

If any party does disclose the terms of this Agreement to its attorneys or advisors, such party will also advise its attorneys or advisors that they must not disclose the terms of this Agreement to anyone.

10. Attorneys' Fees.

(a) The Parties shall bear their own attorneys' fees and costs in connection with the Action, this Agreement, the matters and documents referred to herein, and all related matters.

11. Governing Law. This Agreement shall be construed in accordance with, and be governed by the substantive laws of the State of California, without regard to the application of conflicts of laws principles.

12. Authorship of Settlement Agreement. Each Party acknowledges that the drafting of this Agreement was the product of arms-length negotiation among the Parties; that no Party is the author of this Agreement; and that this Agreement shall not be construed against any Party on the ground that such Party authored or drafted this Agreement.

13. Agreement Is Not Admission or Evidence of Wrongdoing. This Agreement is not and shall not be construed in any manner as an admission, evidence or acknowledgment of negligence, fault, liability or wrongdoing by or against any Party, and the Parties deny and dispute any and all claims, and allegations.

14. Parties Fully Advised Regarding Agreement. Each Party represents and warrants that all of the releases, waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of his choosing, and their respective experts and consultants, concerning the nature, value, extent and duration of their rights and claims under or otherwise related to the matters settled herein. Pursuant to such representation and warranty, each Party has an understanding of the significance and consequence of the terms of this Agreement, and knowingly and willingly accepts such terms. Each Party expressly acknowledges that he is not relying upon any prior statements or representations, if any, in entering this Agreement, and that all prior statements and representations, if any, are extinguished, released and are null and void. Each Party represents and warrants that he has not relied in any respect on any statement or representation by anyone in entering into this Agreement other than the express words of this Agreement, and instead is relying solely and exclusively on his/its own independent investigation and consultation with his/its counsel in deciding to enter into this Agreement.

15. Survival of Representations and Warranties. The representations and warranties contained in this Agreement have been relied upon by the Parties in making their respective decision to enter into this Agreement, and all of the representations and warranties contained herein are deemed to survive the date of execution hereof.

16. Execution of Additional Documents. The Parties agree to hereafter execute, and hereby authorize their attorneys to execute and deliver such additional documents as may be necessary or appropriate to implement or effectuate the other terms of this Agreement as may be necessary.

17. Headings. The headings in this Agreement are for convenience only and shall not be construed to be a part of this Agreement or to have any substantive meaning other than providing convenience to the Parties.

18. Notices. All notices and communications under this Agreement shall be in writing and shall be delivered in person; sent by email; or sent, postage prepaid, by overnight express carrier.

All notices sent pursuant to this section will be deemed received: (1) if sent by fax or electronic mail, during the recipient's regular business hours, on the day sent if a business day, or if such day is not a business day or if such electronic mail or fax is sent after the recipient's

19. Counterparts. This Agreement may be executed in any number of counterparts, including via .pdf copies (with hard copies to follow reasonably promptly) each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any or all of such counterparts may be executed within or outside the State of California, provided that this Agreement shall be deemed to have been entered into in the State of California notwithstanding the place of execution of any or all of such counterparts.

This Agreement may be signed in counterparts and facsimile or electronic signatures will be treated as if an original. EACH PARTY ACKNOWLEDGES THAT HE/SHE/IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT, IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on

the first page hereto:

Date _____, 2014

Ed Magedson

Date _____, 2014

Darren Meade

From: Darren M. Meade <dmeade@kairos-meade.com>
Sent time: 05/30/2014 01:00:16 AM
To: ED Rip-off <EDitor@ripoffreport.com>; westemed@aol.com
Subject: ED -- this is being sent to you ... NOT ... Adam its up to you if you send it to him.
Attachments: doctors note.jpg doctors note 2.jpg Electricity May 19 2014.PNG

Dear Ed,

I am writing to make record of your behavior, which apparently extends beyond your attacks on me.

After refusing to pay my earned wages and placing my very life at risk, you embarked on an unsubstantiated and unauthenticated campaign of false allegations about me, to include publishing, and framing for others, a ridiculous story about my being paid for the last 6 months while I treacherously spent all my time trying to destroy you. After informing you two months ago of my taking a new job, you decided to offer me more money, and making me feel guilty for having taken a job which would have allowed me transportation to make my medical treatments to extend my life. Since I turned down the job you began to copycat Michael Roberts's campaign on me, and have spent your days and nights relentlessly antagonizing me over falsely perceived vendettas unassociated with earned wages and benefits you have owed me. In fact, you have promised to pay multiple times, and later refused.

I have since reviewed just about every email between us, and short of your kind, generous, emails, where you profess I'm your 'best friend', 'favorite leprechaun / frog' I cannot seem to find any threats, nor even a gesture of negativity toward you or Ripoff Report during the last 6 months. However, conversely, I have been able to locate quite a few emails / phone calls from you, to me, directing me away defend either yourself or Ripoff Report, Including Klear Gear, John Brewington, Adam Tanner and Michael Roberts, who you now seem to have an allegiance.

To instigate more chaos into my life, you texted me the following "...U lost the best and only trusting friend u will ever have Uve been fucking me for more than 6 months producing nothing for Tracey making promises ...but u working with those to shut ripoff report down while I was helping u ... Ur a trader. This is ur history. U will never change." I find this puzzling, over the last 6 months, at your request, I defended yourself and/or Ripoff Report, multiple times. Moreover, you even reimbursed, in those month, an additional \$500.

EXAMPLES FROM MY WORK DIARY -- OF ED MAGEDSON DIRECTING ME TO DEFEND HIM AND RIPOFF REPORT -- DURING THE LAST 6 MONTHS -- NOT TRACEY RICHTER (many more examples available)

1. November 2013 - KUTV aired a story on Klear Gear / Jen Palmer and that RipoffReport.com told Jen that having the post removed would cost \$2,000. The evening the segment aired, you asked for me to send multiple emails to KUTV (boller plate rhetoric: long time viewer of KTVU ... fan of reporter ... disappointed may not view anymore ... worked Attorney General's Office know for fact ROR valuable would never remove reports) the following day the video was corrected. The larger issue was the syndication of the original broadcast which claimed RipoffReport.com was willing to remove the past for \$2,000. The idea was to find skeleton's in Klear Gear's closet, destroy credibility and publish research on ROR along with the corrected news broadcast, then syndicate every place that the original story was published ... **Report: #1100482** with research and video were published on November 13, 2013 [http://www.ripoffreport.com/r/EXPOSED-Kleargearcom-Ripoff-the-inside-story-William-Bermender-Han-Reinelt-Tom-Rifkin-1100482](http://www.ripoffreport.com/r/EXPOSED-Kleargearcom-Ripoff-the-inside-story-William-Bermender-Han-Reinelt-Tom-Rifkin-lHanel-Havaco-Direct-Badcustomercom-Jen-Palmer/Internet/EXPOSED-Kleargearcom-Ripoff-the-inside-story-William-Bermender-Han-Reinelt-Tom-Rifkin-1100482)
2. November 2013 - John F. Brewington was gaining traction with his Putt Putt video claiming RipoffReport.com removed post for \$500 and / or authorized changes to content of reports. The rebuttal video you had created was continually being removed from You Tube and other video syndication websites. You asked for my help and guidance. Brewington via social media claimed he was able to remove the video because you had improperly used his drivers license photo -- I located another photo of Brewington, added a fair use disclaimer, after multiple attempts finally synced the audio to how it was initially (if you recall it took a few attempts to get the sound quality correct) then to syndicate this video it took an additional 2-3 days (your attorney's commented on how effective it was) the new video with photo and disclaimer was placed on You Tube and other syndication platforms with copy you provided - **Report: #624456** has the video, here is the link directly to the new video on You Tube: <http://www.ripoffreport.com/r/paladin-investigations-john-brewington/chandler-arizona-/paladin-investigations-john-brewington-paladin-investigations-john-brewington-bad-business-624456>
3. December 2013 - Michael Roberts, attacked you, again, he went so far as offer a confidential 'survey' for any young men who worked for you. You asked for me to set up an email account (so you could participate in drafting and revisions of a retaliatory report I would file) the direction you provided is you wanted a report that attacked Roberts in the same way he attacked you. **Report: #1107324** was the culmination of our joint efforts. <http://www.ripoffreport.com/r/michael-roberts-rexxfield-sac-county-iowa-prosecutor-ben-smith-ripoff-report-reward-Offered-survey-y-1107324>
4. December 2013 - Michael Roberts, had begun attacking the advertisers of Ripoff Report, you directed me to create a video, and exhibit and place them onto RipoffReport.com that you could refer advertisers, **Report: #1106912** was the first of several such reports - <http://www.ripoffreport.com/r/Michael-Roberts-Rexxfield-Sac-County-Attorney-Ben-Smith-Grotesque-Prosecutorial-Misconduct-Tracey-Richter-Murder-Trial-Out-to-Destroy-Ripoff-Report-Ed-Magedson-After-Refusing-To-Delete-Reports/Iowa/Michael-Roberts-Rexxfield-Sac-County-Attorney-Ben-Smith-Grotesque-Prosecutorial-Misconduct-1106912>
5. February 2014 - **Report: #1124616** ...CRIMINAL DEFENSE ATTORNEYS NORTH DAKOTA, SOUTH DAKOTA, MINNESOTA notice! Reliance Telephone Inmate Communications, Inmate Phone Card, prosecutors listen to privileged calls and defense's trial strategy, attorney-client calls recorded not deleted (did you like that Title? You drafted it) after learning under oath he eavesdropped on calls between Tracey Richter and her defense counsel **Report #1124380** and I shared the Reliance phone system which is utilized in most jails in five states you told me to create an additional report to 'heads up' please note this came about because of another video I did on behalf of Tracey. <http://www.ripoffreport.com/r/TELEPHONE-SYSTEMS-WARNING-Attorney-client-phone-calls-not-being-deleted-CRIMINAL-DEFENSE-ATTORNEYS-NORTH-DAKOTA-MINNESOTA-WISCONSIN-IAWA-be-on-notice-/Grand-Forks-Minnesota-56721/RELIANCE-TELEPHONE-SYSTEMS-phone-calls-not-being-deleted-1124616>
<http://www.ripoffreport.com/r/Re-Investigation-Uncovers-Evidence-of-Innocence-Attorney-Ben-Smith-Sac-County-Iowa-Eaves-Dropped-on-126>

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6. February 2014 - Adam Tanner framed and published a hatchet job on you (my opinion) on [Forbes.com](http://www.Forbes.com). At your direction I had written multiple rebuttals to defend yourself and Ripoff Report in multiple forums, you then would direct me to 'bump' reports I had previously drafted to keep them ranked in Google such as Report: #1052048 <http://www.ripoffreport.com/r/Forbes-Magazine-Harvard-Reuters-Adam-Tanner/Internet/Forbes-Magazine-Harvard-Reuters-Adam-Tanner-clrcumventing-rick-calixto-harvard-forbes-be-1052048>

Included in the attachments, is a note from my doctor on March 20, 2014 fearing for his life regarding my medical condition which has worsened from my inability to afford transportation to medical treatments. He went to far as to write a note when I expressed your disbelief and retaliation, then here is my notification of electricity being turned back on May 19th, after being without service due to your refusal to pay me wages earned and promised.

I have accommodated your actions due to fear, and that you placed me on the verge of being homeless knowing I have only been given months to live. This doesn't take into account you accusing me of treachery, threatening to call your contacts as leverage against me, and remarks similar to your text message.

Ed, be warned, I have detailed notes, log files, and some consensual recordings on your direction of [Brand.com](http://www.Brand.com) in March. Your claims I did not work for 6 months on Tracey and instead tried to shut down Ripoff Report border on delusional, I defended you, we worked together on certain reports and defense pieces, and all of March was dedicated to [Brand.com](http://www.Brand.com) as I believe they will destroy [RipoffReport.com](http://www.RipoffReport.com) unless you activate a very specific plan, legally you will not be able to stop them and via the FTC or FBI they will take far to long to take action

In light of this evidence and more, I request that you refrain from further imposing projections of your own behavior on me, publicly and privately. If you have credible evidence that I have betrayed you, then produce it for authentication. If not, then we should all move on, peacefully.

I have not copied Adam.

Ed, you know the promises you made, simply take care of them. I have pages, log files or everything you directed me to worked on and have a trail of correspondence, if you wish to project your propensity for ominous and menacing behavior, in the event you continue, this evidence and much more, will undoubtedly impeach your credibility, not too mention Ripoff Reports.

I have done nothing against your interest, or, Ripoff Reports.

My health is failing and this is taking a toll on the time I have left.

That being said, you have refused to pay me as promised.

I located attorney's willing to represent me on contingency and front all court cost. Adam told me we have a deal in principle, then he changed the wording in the settlement proposal versus the deal in principle and for transparency, I told him one of the attorney's who offered to take my case on contingency is in litigation with Xcentric, therefore I needed to remove one sentence from the settlement provision, not the entire provision, one sentence.

Adam has demanded to even reopen settlement discussions that I answer questions in email, not by phone, around my search for legal representation. Those communications are privileged, and I have been trying to get paid for two months, and have been told I only have months to live. This whole thing is taking a toll on my physically, I am not about to lose a quality attorney if I need to use him. Again, I have not done anything to harm you or Ripoff Report. I have not provided to anyone documents, testimony, log files, passwords, work product, etc. Yes, I have had discussions with attorney's who feel I would be foolish to settle for what I am owed, but I believe in honor.

It's simple, either resolve this and move forward, or we can litigate. You made it clear in your text message we are no longer friends, I will respect your decision, wish you felt different. Adam has told me he does not fear litigation. It is up to you. The attorney's I have both want to see documents and proof of our history, etc., I know one the horse is out of the barn, that's it. Call me if you like, I will not be responding to Adam's antics via email. If the settlement offer would have been as to what we agreed in principle this would be done, I am going to miss another medical treatment tomorrow ... that is why we either will settle by 2PM or I will sign for representation.

Respectfully,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

From: Adam <adam@ripoffreport.com>
Sent time: 06/07/2014 03:00:24 PM
To: westerned@aol.com
Subject: FW: RESPONSE FOR DARREN MEADE TO From Darren Meade to Xcentric June 7, 2014
Attachments: Basic Settlement Agreement and Release Darren Meade V3.pdf

You asked me to forward this to Western Ed.

From: Adam [mailto:adam@ripoffreport.com]
Sent: Saturday, June 07, 2014 12:16 PM
To: 'Ripoff Report'; Maria Crimi Speth
Subject: FW: RESPONSE FOR DARREN MEADE TO From Darren Meade to Xcentric June 7, 2014

Darren,
Response below in Green

From: Darren M. Meade [mailto:dmeade@kairos-meade.com]
Sent: Saturday, June 07, 2014 4:16 AM
To: Adam; ED Rip-off; dmeade@kairos-meade.com
Subject: From Darren Meade to Xcentric June 7, 2014

Adam,

the cover letter to your settlement agreement contained multiple outrageous, and malicious lies that were unconscionable and publishing confidential medical records / histories into your proposed settlement is unacceptable.

Your response on this point makes no sense – your English literally makes no sense. “Publishing confidential medical records” makes no sense. “Publishing confidential medical . . . histories into your proposed settlement” also makes no sense. You already told Ed that you have cancer in your kidneys, stage IV, spreading to multiple areas of your body (or is it just one area?) so, #1, it is not confidential as to Xcentric, and, #2, if it is confidential as to anyone else, it has not been published and the settlement agreement itself is confidential. It is like you are trying to use big words, but you don’t really understand them.

As for your accusation of lying . . . balderdash. There is only one con-man in this negotiation, and he doesn’t work for Xcentric.

The information on my medical condition was provided to document the seriousness of my medical condition and to verify missed medical treatment

Your evasiveness puts the seriousness of your medical condition and need for treatment (if any) very much in question. And, continues to undermine any hope that Xcentric could trust you.

when earned wages were not paid

You have never been offered any wages

and your gamesmanship of dragging out what was to be a settlement

Xcentric is not playing games with you, Darren, you are the one being evasive and dragging this out

with certain funds provided **immediately**

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I think this is the third settlement offer you have rejected, and when you make arguments including the word "immediately" with emphasis it makes you seem very foolish. A good con-man needs to remain credible to his intended mark, Darren, and you are failing miserably at that. You are making it hard for us to pay your extortion without feeling like real idiots.

to help with additional treatments and a healing school.

This purpose has never been discussed with me at any time. The reason I point this out to you is that your technique for making arguments, suggesting that the topic had been discussed before when it had not been discussed before, is counterproductive. Every time you do it, it comes across as another lie, and because when you do it you reference your alleged illness (obviously NOT a confidential concept) it also comes across as both narcissistic and whiny. It wins no sympathy, it alienates Xcentric.

I have added four (4) text boxes pertaining to:

1. Promised immediate funds asking you to.

Here is your comment:

The initial offer was for \$8,500 immediately ... I plan to attend a healing treatment / school in Fort Worth Texas June 30th - July 5th. I need the funds promised to pay for airfare, hotel and other treatments waiting till the 25th is not viable, this needs to be immediate, by June 9th, 2014.

You rejected the initial offer so it is off the table. And, that is your fault, Darren. You are making it very hard to put money in your pocket. Stop saying things that make you sound like a spoiled child whining "but you *promised!*" This is a settlement negotiation, and you are an adult con-man. Show some self respect. Xcentric made an offer, you rejected it. It is off the table. Address the offer that is on the table. Or, the offer that was on the table, until you rejected it, again.

Regarding the conference: how much money do you need to meet all the expenses? Tell us that, and maybe Xcentric would be willing to pay more, sooner.

2. Desist and stop exploiting my confidential medical history.

Your comment is:

My confidential medical record have never been been a precedent to the settlement agreement. Documentation was provided only to document that time is of the essence. Answer: If you want a settlement now, you are going to have to warrant that the medical condition you have alleged is real. "Condition precedent" means that if that is not real, then the settlement is not valid because it is based on a lie you told instead of a truth Xcentric accepted. All you need to do under that term is promise that you are not lying about the cancer. In fact, I think it is a good idea for you to show medical records to reassure Xcentric that you are not lying about it.

Darren, you need to take the \$500 offered and have an attorney explain the settlement agreement to you. You are either pretending not to understand, or you really do need the help to read and understand what you are signing, and either way Xcentric is not going to make a deal with you until you have the indisputable ability to comprehend what it means.

You are the one "exploiting" your medical "history." You are one claiming that you are ill, and asking for money because of it. If you are ill, Ed wants to help. If you are committing fraud by claiming you are ill when you are not, Ed does not want to be exploited by you. Time for truth.

3. Time is of the essence no time or ability to retain an attorney.

"Time is of the essence" means something in legal contracts, and you are misusing the term. It means that if you are late with a contractual payment or obligation, you breach the contract. What you are trying to say is, I think, "I am going to die soon and unless I get money right away I will not be able to sign up for my healing conference." That is not "time is of the essence." That is just desperate.

What is the purpose of you saying "or ability to retain an attorney." ? I don't follow why you would say that. Are you saying you don't have time to consult an attorney about this agreement? I'm sorry, that is not an option, you need to find an attorney, have him/her read the settlement agreement, and explain to you what it means. Xcentric will send you a green dot of \$500 to get that done. And, I want a letter from the attorney confirming that is has been done. Not negotiable.

4. NDA / Confidentiality that Xcentric is aware I contacted contingency attorneys (Xcentric was provided the 'pitch' letter)

Your comment:

Please supply a copy of the confidentiality / non disclosure agreement.

Seriously Darren? This document is the cornerstone of Xcentric's ability to trust you and you don't even keep a copy of it? You have some explaining to do, Darren. You better quit playing games and start telling the truth.

Here is one you didn't list in your cover letter

Adam, are you

motivated by animosities and hostility toward me. Your ongoing pattern of adding legally wording clauses which I do not understand client through mean-spirited lies is nevertheless truly puzzling I cannot afford an attorney, nor. can I afford one. And given my health you know time is of the essence for me.

I considered Ed

a friend. Even after the your emails in filled with hurtful comments.
and specious

I am motivated by protecting my client from your exploitation.

I don't lie, and I don't have a mean spirit. I am appalled by you.

I did not change the terms of any agreement in principle. I only changed terms after your rejected offers, and Xcentric proposed different terms. That is how it is done. I'm not stalling, you are. And it worries me that I have no idea why. What are you up to?

You can afford an attorney to read you the agreement and explain it to you, because Xcentric is going to provide \$500 for you to get that done.

If you are hurt, it is because truth hurts. The guilty take the truth to be hard.

And I don't hate you. I am the last person you know with Xcentric who is actually willing to believe you about other things, if you can prove the truth of what I am asking you to verify. At Xcentric, there is a room full of smart people including Ed who think that is a waste of time, who believe you are lying, and that you are a liar by character. We will treat you as a liar and extortionist for the rest of your expectedly long and corrupt life.

If you want any of us to respect you as an honest and honorable man, you need to ask "what do I need to do to prove that I am honest" and then do whatever honorable thing you are asked to do. If you do that, I will honestly advocate that you should be trusted enough to further prove yourself.

If you respond with more evasion and attempts to hide behind big words you don't understand well enough to use correctly, or worse, with sanctimonious and prideful horse \$#^! about how we have no right to judge you, etc., – well, then you will crush the last hope I have that you might be honorable.

Believe me when I say this is your last chance for you to preserve that possibility of confidence in you. Ed, out of friendship I am making one final attempt to resolve matters.

ANOTHER final attempt?! Please clarify, is this "one last final attempt" or "one of the last final attempts" you are going to make?

I understand you feel Adam is protecting you but time is truly of the essence (You mean to say "time is short" (?)) and these negotiations have been on-going for several weeks / months and, I do not have much time. This settlement agreement was to offer the originally agreed upon immediate money (\$8,500) on Tuesday, then Thursday arrived after the banks were closed on a Friday.

Darren, if you want to make a settlement proposal, go ahead. It is not accurate for you to insist that the settlement proposal we put out was the wrong one. What Xcentric offered WAS THE SETTLEMENT PROPOSAL. PERIOD The differences between previous settlement offers are intentional. If you want something different, you must ask for it, or reject the current offer and propose a different offer yourself. (which Xcentric will reject, by the way, so don't waste your time).

The \$8,500 was still at \$2,000. And why your attorney berated me when I said I was bewildered over legal terms, not an attorney and overmatched in negotiations, I do believe that now. You absolutely suck at negotiation, and your vocabulary is pathetic. If you are going to con my client, please try to do it in a way that does not make me look like a fool for letting it happen.

first he mocked me, No, I did not mock you at first. I am mocking you now, but not at first.

yet in the cover letter he called me to task over 'settlement terms / negotiation tactics' calling me to task because I did not agree with its terms (meaning I lost the more favorable terms) Ah ha! You do understand. You are faking being bewildered.

this is nothing but sport for him. No, sport is fun. This is work and pain. And it is about as "sporting" as shooting fish in a barrel.

He wants to me desperate and knows stalling might run out the proverbial clock. You don't have to be desperate, all you had to do is accept the settlement offer. And then, if you need accelerated payment, ask for the favor so you can go to your healing conference.

Ed, we disagree on when I accepted the new job, you talked me into staying ... then never paid me.

You were never offered a new job, and if you actually turned down a real job in order to stay on Ed's charity, it only shows that you are a lazy con man.

This was agreed upon but Adam changed the terms ... the immediate money allowed me to catch up, pay for medical treatment and attend a healing school in Fort Worth, Texas // back loading a deal is of no benefit ... this was about catching up, being able to make medical treatments while still helping you and Tracey. The ongoing negotiation tactics has left me without food, again. I spent the last of my money on cab fare to my medical treatment ... you told me you had personally made sure the immediate money as agreed was within the emails between Adam and I ... instead ... It was identical to the last settlement agreement that was rejected ... this was suppose to get back the agreed upon terms.

Ed, you told me to let you know what I need help with, that you would not leave me in the 'lurch', can you please help me with Food, Bills and Medical Treatment?

The settlement arrangement offered to pay \$5,000 (\$1,250 per week) in August.

Please consider letting me sell you the \$5,000 in August for \$1,250 in a Green Dot today ...

) Could we do that?

That will save Xcentric \$3,750 ... it will allow me to eat, pay bills ... asking me to negotiate, retain an attorney, and continually get worse terms, then sending me the worst terms forcing me into another week I realize works in business ... but you claim we are friends ... please consider my offer selling the \$5,000 for \$1,250 ... of what about \$1,000 I lost my disability, and I've lived from April, May and now June on only \$1,500.

If not, I understand.

I will talk to Ed about this and get back to you.

Adam

)

)

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Monday, June 09, 2014 9:34 PM
To: rgoren@richardgorenlaw.com
Subject: Confidential Inquiry - follow up
Importance: High

Dear Mr. Goren,

I have not heard back from you in regards to representation.

Are you still considering such?

I did get an angry email from an attorney at Ripoff Report claiming I am listed as a witness of yours, that this is a violation of a NDA I assigned and other legal threats.

Please let me know if you are representing me.

I assumed my contacting you for legal representation was confidential.

Respectfully,

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

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----- Original Message -----

Subject: FW: Buckle up ...
From: "Ripoff Report" <Editor@ripoffreport.com>
Date: Mon, June 16, 2014 10:06 pm
To: "Darren M. Meade" <dmeade@kairos-meade.com>

Darren,

I can't have you telling people confidential information about my business, I can't have you telling people lies about my activities, I can't have you using illegal telephone recordings to try to damage my business, or embarrass me with crass conversations between friends. How you could betray me like that when I did nothing but help you. You have sold yourself, I have been the friend you ever had. The only one that cared about you as a person. I will pay you the money, just get the settlement agreement done and signed!

Ed

From: Darren M. Meade [mailto:dmeade@kairos-meade.com]
Sent: Monday, June 16, 2014 4:58 AM
To: ED Rip-off
Subject: Buckle up ...

Remember when we were friends ... No? ... me neither really.

#ancienthistory

I told you the 2nd week of April I had a job offer for \$7,500 you told me to take it :: I did ... the next day :: brutal ... you asked how could I not give you an opportunity to match it was only \$500 more a month.

#recenthistory

Back again bitches :: you offered to match ... I preferred to stay :: I did still 2nd week of April

#nohistory

I was never paid again ... Internet :: phones disconnected :: missed medical treatment could not pay for prescription you made my life a living hell :: could not even buy toilet paper :: all because I allowed you to talk me into believing I have a \$500 a month raise ;;;

It's a shame. Instead of mercilessly brutal life and us hating one another ... you could have simply been happy I had a new job which paid me more.

Funny all your insults but the fact remains I told you I had a better job, you offered to match the pay for me to stay and then never paid me ... about to be homeless, without a dime to my name, I contacted attorney's to file a claim to get paid what you promised.

#Yourstory

Has changed a lot :: The fact is from Roberts to Brand.com you are all the same / You make a living by inflicting pain :: so what you did to me is understandable :: Your BS insults ... and Lies all will be exposed :: Just remember you could have let me go so I would not be in this position, you did not :: you could have settled for only 1/3rd of what you owed me :: you did not ...

Just spun my wheels while your attorney continued to insult me :: making up lies ::

Thinking every now and then you could offer a green dot knowing I am desperate :: This time ... I would rather prove :: by recordings ... text messages, etc :: That you lied // I never saw the darkside in you :: Thought you were a misunderstood hero of the people

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

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From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 06/17/2014 01:46:27 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: ED ... THESE WERE THE AGREED SETTLEMENT TERMS AGREED IN MAY :: I AM STILL WILLING TO HONOR IF YOU WILL ...

Darren, I did not see this email until I sent the email I sent about an hour ago.

I agree to the terms you lay our below – as long as you sign a formal agreement first.

I will direct Adam to prepare that formal agreement. He is copied on this email.

I cannot afford to have you embarrass me and my business, I don't want things to go any further.

Will you sign a formal agreement right away? I will and I will pay, and send you on your way to Texas.. !

ED

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Tuesday, June 17, 2014 5:34 AM
To: ED Rip-off; westerned@aol.com
Subject: ED ... THESE WERE THE AGREED SETTLEMENT TERMS AGREED IN MAY :: I AM STILL WILLING TO HONOR IF YOU WILL ...

Ed,

Here are the Settlement Terms Agreed In May, which gives you a written statement that I have honored the non-disclosure and a release of all claims against Xcentric, yourself and any of your interests. It is with grants you, Xcentric and its representative access to my work product on Tracey Richter, the Brand.com Syndicate and skeletons on John Brewington, through July. It had mentioned other arrangements after July, although, I think, that should be removed from the settlement agreement.

) The monies, need to be paid immediately. These are the terms agreed too in May. This will end the strife. I have not provided any confidential information. The attorney drafting the lawsuit on my behalf passed on conflict check on yourself and Xcentric. He only has information to help him with my claims.

I trust you recognize in personal discussions you asked me to be a double-agent ... hence the email to Brewington, which worked.

You need to direct Adam to settle to the terms we agreed ... Adam and yourself have told me you do not fear a lawsuit, and that is why I have the attorney drafting the complaint. I have lost two-months trying to resolve this amicably.

Let's move forward.

If you want to talk I am available, but my last call to you did not end well.

DARREN

----- Original Message -----

Subject: RE: SETTLEMENT PROPOSAL FOLLOW UP: QUANTUM MERUIT: Unpaid
Earned Wages, Fringe Benefits :: Car ::
From: "Adam" <adam@ripoffreport.com>
Date: Mon, May 26, 2014 2:24 pm
To: "Darren M. Meade" <dmeade@kalros-meade.com>

Darren,

I am glad you feel we are making progress in the right direction, in the right manner, for the right reasons.
My proposal is really quite simple.

To avoid a lawsuit, let Xcentric pay what you claim you are owed under your alleged theories of wages, contract, and reliance.

We will pay what you claim you would have received.

Let's say that is \$2,000 for the month of April (which is clearly more than it would have been, b

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pay immediately)

And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June, and July.

Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing research in support of Tracy or the Brand.com Syndicate matter.

And \$2,500 towards your purchase or lease of a car.

From you, we will need a written statement representing that you have honored and will continue to honor the non-disclosure you signed, and a release of all claims against Xcentric, Ed, and any of his interests - meaning you will not have any reason to sue for anything up until the time of the release agreement.

You will also continue to do the research work regarding Tracy's cause, and the Brand.com Syndicate, and share your work product with Xcentric and its representatives, through July.

And, If you want to keep doing that kind of work after July, we can reach an arrangement. Ed has discussed this with you in the past, having you do work once the project for helping Tracy was over. ED is very interested in making arrangements for you to work for him.

I think that is the coat and the cloak, and a very honorable proposal to settle disputes between brothers.

I will call you about this to see where you will take it.

Adam

From: Adam [mailto:adam@ripoffreport.com]

Sent: Wednesday, May 21, 2014 11:01 AM

To: 'Darren M. Meade'

Subject: DARREN, WE WILL MEET YOUR DEMAND but we need to know how to pay it - KNOW RE: Acknowledged - Goodwill :: Unpaid Wages

Darren,

I don't know how exactly to interpret what you are saying below – if you are going to have someone else notify me of your decision by email, that seems to suggest you have decided to sue Xcentric and Ed, is that correct?

"Adam, as we discussed, I am trying to find what is honorable. This is not a negotiation, Ed listed out a series of points in which he claimed I lied, and today I was going to disprove each one. [Darren, at this point, we don't need to worry about that. We can sort that out later if you want. What Ed/Xcentric wants now is to restore the relationship to the point where Darren Meade and Xcentric can be united towards the same good cause. Xcentric already has confidence in that.]

I then realized, the only reason I am in this situation is I allowed myself to be brought into the situation, it is my fault.

I trusted and believed in Ed ... that we were friends ... therefore, the situation is my own fault.

[Ed still extends the hand of friendship. The simple question is whether you will take it.]

It is 7:09AM on 5/21/2014

I believe I know what is honorable but wish to sleep on it and will have you

notified by email no later than 10AM on 5/22/2014 [?"have you notified"? why would you want someone else to deliver the news?]

I would be open to a call around 8PM."

I don't mean to bandy with scripture, what I will do is set out some principles we discussed with an explanation of how I am trying to follow them. The objective is to achieve an honorable outcome. First, Matthew 22: 15-22:

15 ¶Then went the Pharisees, and took counsel how they might entangle him in *his* talk.
16 And they sent out unto him their disciples with the Herodians, saying, Master, we know that thou art true, and teachest the way of God in truth, neither carest thou for any *man*: for thou regardest not the person of men.

17 Tell us therefore, What thinkest thou? Is it lawful to give tribute unto Cæsar, or not?

18 But Jesus perceived their wickedness, and said, Why tempt ye me, *ye* hypocrites?

19 Shew me the tribute money. And they brought unto him a penny.

20 And he saith unto them, Whose *is* this image and superscription?

21 They say unto him, Cæsar's. Then saith he unto them, Render therefore unto Cæsar the things which are Cæsar's; and unto God the things that are God's.

You have made a formal legal demand based on legal claims you could bring a court of law. That is the power of Caesar. I am responding to that demand in the manner required by Caesar:

In response to your demand for \$11,500.00 Xcentric has already paid your rent for \$3,000.00 as it has been doing for several months.

From: Darren M. Meade (<mailto:dmeade@kairos-meade.com>)

Sent: Wednesday, May 21, 2014 7:19 AM

To: Adam

Cc: ED Rip-off

Subject: Acknowledged - Goodwill :: Unpaid Wages

Adam,

Ed knew I was living paycheck (or green dot to green dot) because at times when he would ask me to do something extra or if there was a delay, I had utilities turned off. Therefore, stopping all payments, not only made me miss medical treatments, unable to pick up medicine that keep me alive, I had all my services and subscriptions disconnected, I had to use a public bathroom because I ran out of toilet paper :: I appreciate the Green Dot but please understand how I was left.

The additional green dot I used to turn back on electricity (which required a \$95 deposit) and then Internet and Land-line phone will be reconnected between 1-2 PM today (Time Warner requires you to pay for the 1st month services upfront).

Anna Richter (Tracey's mom) has offered to come act as a hospice nurse for me and will be driving out from Iowa on June 10th, prior to that, I want to surprise her and publish the video's where I have Michael Roberts and Ben Smith 39 times Roberts and Prosecutor Smith perjured themselves under oath (Smith was Roberts only witness at the child custody hearing).

Adam, my best information on Roberts has not YET been published.

The strategy snare Smith and Roberts causing Smith to eventually save himself.

I am sure David G has shown you a deposition which he received from his attorney friend Erik Syverson? It claims I stated Ripoff Report is the ultimate defamation website (or words to that effect) and Smith used that deposition and quoted from it in a motion to quash when Tracey's attorney sent a subpoena for my research. I will release the information on Smith perjuring himself as an Officer of the Court and then publish the emails and letters following that deposition in which Syverson was made aware of errors in the transcripts and my continual asking of why false statements were in my deposition. I did have legal counsel but Syverson had me send my errata's directly to him and his law office which then claimed to lose them, this is all documented.

Adam, my general physician is Jose Ciallani, attached are copies of the prescriptions he wrote yesterday (5/20/2014) and he wrote a doctors note which reads: " My patient Darren Meade has a serious medical conditions. He must be on his medications to prevent heart attack, stroke, kidney failure. He also should have had blood work done previously. His lab work is past due and it is essential it be done today. If you have any questions please pass them on to the patient who will pass them on to me. The law only allows me to talk to the patient about his medical problems.

In the past, my surgeon, Dr. Rodney White wrote a letter, stating my terminal condition, and that if I missed any further medical treatments, I risked death.

Dr. Ciallani and Dr. White for over 9 months have detailed records of missed treatment, and my inability to pay or pick up my prescriptions and the corresponding damage to my health.

Ed after a few heated arguments over Slamack began to distrust me and doubted the seriousness of my health and I believe his actions were a punishment of sorts.

Adam, as we discussed, I am trying to find what is honorable. This is not a negotiation, Ed listed out a series of points in which he claimed I lied, and today I was going to disprove each one.

I then realized, the only reason I am in this situation is I allowed myself to be brought into the situation, it is my fault.

I trusted and believed in Ed ... that we were friends ... therefore, the situation is my own fault.

It is 7:09AM on 5/21/2014

I believe I know what is honorable but wish to sleep on it and will have you notified by email no later than 10AM on 5/22/2014

I would be open to a call around 8PM.

If your side also already decided on an alternate route, I understand.

Ed ... please know I appreciated that you reached out to me earlier today ... I have not yet retained counsel ... and when you or Adam state certain things in emails or text messages I do not know if I need to refute them immediately ... hence some of the replies ... I am not trying to be argumentative. The attorney's have told me I'm nuts to even be having a dialogue and exchanging emails / text messages.

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: RE: Update Darren M Meade
From: "Adam" <adam@ripoffreport.com>
Date: Tue, May 20, 2014 5:06 pm
To: "Darren M. Meade" <dmeade@kairos-meade.com>

I am glad to hear that Sprint accepted a new payment arrangement. That is more efficient. Less phone bill ultimately means more grocery, etc.

Here is another \$500 green dot 960 923 7147 2279
Ed is also texting this to you, to make sure you get it ASAP.

These Green dots are good will, Darren, to help. Not part of claims.

Do you get email on your phone?

Please acknowledge (so I know you got the message)

From: Darren M. Meade [<mailto:dmeade@kairos-meade.com>]
Sent: Tuesday, May 20, 2014 2:55 PM
To: Adam Kunz; Adam
Subject: Update Darren M Meade

Good Afternoon Adam,

Sprint accepted a new payment arrangement (\$212 today balance 6/3/2014)

That leaves me enough to travel to my doctors office, medical treatment and then to the pharmacy. Do you have a cell phone number?

I will contact you once I am back home.

Regards,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

From: Ripoff Report <Editor@ripoffreport.com>
Sent time: 06/17/2014 12:28:58 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: FW: Settlement ? FW: May 29th, 2014

Darren,

I have not been spreading lies about you. I don't talk about you (except to my lawyers of course) not even to Siamack! I don't even talk to him anymore and he is not selling CAP anymore!

I want to accept your offer to settle on original terms with immediate payment, because I don't want you to embarrass me or my business by publicizing embarrassing materials through a lawsuit! This is what that means, I think:

First you will sign an Agreement that includes a mutual release of all claims.

I will immediately pay you 8,500

I will pay your rent for June.

I will pay your rent for July when it is due.

I will pay you an additional \$5,000 by the end of June.

I will pay you an additional \$5,000 in July.

I will pay for a rental car up to \$350. Including TAX for 3 months to get to Doctor and find a car.

I will pay up to \$2,500 for a down payment for a car.

I will pay with my credit card your air-fair to Texas.

I will pay for your room for the 5/6 days you will be there.

I will pay \$500 for expense money by green dot to you!

The terms of the NDA will remain in place.

You will work with Adam, as you say below.

There will be more language in the formal agreement, "boilerplate."

Darren, please confirm that this is what you mean by original terms, or change the list so that I can understand if you mean something different.

Please please please don't make things worse than what they are already by speaking to other people.

And, its ludicrous to think I would be speaking with the likes of Brewington or Roberts!

Please confirm this is what you mean by the original terms.

Ed

From: Ripoff Report [mailto:Editor@ripoffreport.com]
Sent: Tuesday, June 17, 2014 4:03 AM
To: adam@ripoffreport.com; Maria Crimi Speth
Subject: Settlement ? FW: May 29th, 2014

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]

Sent: Tuesday, June 17, 2014 12:55 AM

To: Ripoff Report

Subject: May 29th, 2014

Ed,

If there was any truth to the lies you have been spreading about me (which there isn't), you would not deign to continue using my complimentary statements and investigative reporting on Ripoff Report. The fact that you have the temerity to commercially exploit my name and demand "unrestricted access" to my work product for more than 20 hours to be paid my earned wages, while simultaneously spewing lies about me, thereby underlining the value of my name and investigatory talents is shocking.

It is apparent that you are bent on harming my reputation and are inexplicably being motivated to do so by animosities and hostility toward me. Your ongoing pattern of defaming me through mean-spirited lies is nevertheless truly puzzling since I had shown you nothing but respect, never made negative statements about you, and had considered you a friend. Even after not paying me from the 2nd week of April till now.

I reached out to you prior to my seeking legal representation for my unpaid wages, and when asked sent copies of the communication I sent seeking legal representation. The specious untruths (all of which I refuted) I reached out to you to discuss the issues you raised and even when under attack by your attorney Adam Kunz, kept most of my work duties silent. At my invitation, we spoke, settled matter for the unpaid wages, and I promised to sign a release protecting you. You asked me to figuring out a way to explain the emails seeking legal representation ... you understand if you would have paid me as promised and/or if you would have directed your attorney to put the same terms we agreed upon into the actual settlement agreement this would have been settled. Instead, you play games, feign wanting to settle to increase your attacks and try to muddy the waters.

You broke your promises and stopped paying me and utilized precious time I HAVE LEFT ... then you write multiple false accusation-laden emails when I believe everything had been resolved.

Go back to the original terms, pay the proceeds immediately, and I will sign the release and make my research available. I will be in Texas and unavailable June 28th - July 6th ... I will copy and send all the research to Adam. Then he can meet with me from July 7th - the end of the month.

I want to disclose a lawsuit is being filed, I provided certain documents, text messages, recordings, etc., to my counsel to be able to make the appropriate claims. The attorney is not adverse to Ripoff Report and is based in California.

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]

Sent: Thursday, May 29, 2014 11:00 PM

To: ED Rip-off; westerned@aol.com

Subject: ED -- this is being sent to you ... NOT ... Adam its up to you if you send it to him.

Dear Ed,

I am writing to make record of your behavior, which apparently extends beyond your attacks on me.

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E-FILED 2014 OCT 01 10:33 AM SAC - CLERK OF DISTRICT COURT

After refusing to pay my earned wages and placing my very life at risk, you embarked on an unsubstantiated and unauthenticated campaign of false allegations about me, to include publishing, and framing for others, a ridiculous story about my being paid for the last 6 months while I treacherously spent all my time trying to destroy you. After informing you two months ago of my taking a new job, you decided to offer me more money, and making me feel guilty for having taken a job which would have allowed me transportation to make my medical treatments to extend my life. Since I turned down the job you began to copycat Michael Roberts's campaign on me, and have spent your days and nights relentlessly antagonizing me over falsely perceived vendettas unassociated with earned wages and benefits you have owed me. In fact, you have promised to pay multiple times, and later refused.

I have since reviewed just about every email between us, and short of your kind, generous, emails, where you profess I'm your 'best friend', 'favorite leprechaun / frog' I cannot seem to find any threats, nor even a gesture of negativity toward you or Ripoff Report during the last 6 months. However, conversely, I have been able to locate quite a few emails / phone calls from you, to me, directing me away defend either yourself or Ripoff Report, including Klear Gear, John Brewington, Adam Tanner and Michael Roberts, who you now seem to have an allegiance.

To instigate more chaos into my life, you texted me the following "...U lost the best and only trusting friend u will ever have Uve been fucking me for more than 6 months producing nothing for Tracey making promises ...but u working with those to shut ripoff report down while I was helping u ... Ur a trader. This is ur history. U will never change." I find this puzzling, over the last 6 months, at your request, I defended yourself and/or Ripoff Report, multiple times. Moreover, you even reimbursed, in those month, an additional \$500.

EXAMPLES FROM MY WORK DIARY -- OF ED MAGEDSON DIRECTING ME TO DEFEND HIM AND RIPOFF REPORT -- DURING THE LAST 6 MONTHS
-- NOT TRAYCEY RICHTER (many more examples available)

1. November 2013 - KUTV aired a story on Klear Gear / Jen Palmer and that [RipoffReport.com](#) told Jen that having the post removed would cost \$2,000. The evening the segment aired, you asked for me to send multiple emails to KUTV (boiler plate rhetoric: long time viewer of KUTV ... fan of reporter ... disappointed may not view anymore ... worked Attorney General's Office know for fact ROR valuable would never remove reports) the following day the video was corrected. The larger issue was the syndication of the original broadcast which claimed [RipoffReport.com](#) was willing to remove the post for \$2,000. The idea was to find skeleton's in Klear Gear's closet, destroy credibility and publish research on ROR along with the corrected news broadcast, then syndicate every place that the original story was published ... **Report: #1100482** with research and video were published on November 13, 2013 [http://www.ripoffreport.com/r/EXPOSED-Kleargearcom-Ripoff-the-Inside-story-William-Bermender-Han-Reinett-Tom-Rifkin-1100482](http://www.ripoffreport.com/r/EXPOSED-Kleargearcom-Ripoff-the-Inside-story-William-Bermender-Han-Reinett-Tom-Rifkin-IHaniel-Havaco-Direct-Badcustomercom-Jen-Palmer/internet/EXPOSED-Kleargearcom-Ripoff-the-Inside-story-William-Bermender-Han-Reinett-Tom-Rifkin-1100482)
2. November 2013 - John F. Brewington was going traction with his Putt Putt video claiming [RipoffReport.com](#) removed post for \$500 and / or authorized changes to content of reports. The rebuttal video you had created was continually being removed from YouTube and other video syndication websites. You asked for my help and guidance. Brewington via social media claimed he was able to remove the video because you had improperly used his driver's license photo -- I located another photo of Brewington, added a fair use disclaimer, after multiple attempts finally synced the audio to how it was initially (if you recall it took a few attempts to get the sound quality correct) then to syndicate this video it took an additional 2-3 days (your attorney's commented on how effective it was) the new video with photo and disclaimer was placed on YouTube and other syndication platforms with copy you provided - **Report: #624456** has the video, here is the link directly to the new video on YouTube: <http://www.ripoffreport.com/r/paladin-Investigations-john-brewington/chandler-arizona-/paladin-Investigations-john-brewington-paladin-Investigations-john-brewington-bad-business-624456>
3. December 2013 - Michael Roberts, attacked you, again, he went so far as offer a confidential 'survey' for any young men who worked for you. You asked for me to set up an email account (so you could participate in drafting and revisions of a retaliatory report I would file) the direction you provided is you wanted a report that attacked Roberts in the same way he attacked you. **Report: #1107324** was the culmination of our joint efforts. <http://www.ripoffreport.com/r/michael-roberts-rexxfield-sac-county-iowa-prosecutor-ben-smith-ripoff-report-reward-Offered-survey-y-1107324>
4. December 2013 - Michael Roberts, had begun attacking the advertisers of Ripoff Report, you directed me to create a video, and exhibit and place them onto [RipoffReport.com](#) that you could refer advertisers, **Report: #1106912** was the first of several such reports - <http://www.ripoffreport.com/r/Michael-Roberts-Rexxfield-Sac-County-Attorney-Ben-Smith-Grotesque-Prosecutorial-Misconduct-Tracey-Richter-Murder-Trial-Out-to-Destroy-Ripoff-Report-Ed-Magedson-After-Refusing-To-Delete-Reports/Iowa/Michael-Roberts-Rexxfield-Sac-County-Attorney-Ben-Smith-Grotesque-Prosecutorial-Misconduct-1106912>

5. February 2014 - Report: #1124616 ...CRIMINAL DEFENSE ATTORNEYS NORTH DAKOTA, SOUTH DAKOTA, MINNESOTA, WISCONSIN, IOWA be on notice! Reliance Telephone Inmate Communications, Inmate Phone Card, prosecutors listen to privileged calls and get "heads up" of the defense's trial strategy, attorney-client calls recorded not deleted (did you like that title? You drafted it) after learning Ben Smith confessed under oath he eavesdropped on calls between Tracey Richter and her defense counsel Report #1124380 and I shared it was due to a glitch in the Reliance phone system which is utilized in most jails in five states you told me to create an additional report to give defense counsels 'heads up' please note this came about because of another video I did on behalf of Tracey. <http://www.ripoffreport.com/r/RELIANCE-TELEPHONE-SYSTEMS-WARNING-Attorney-client-phone-calls-not-being-deleted-CRIMINAL-DEFENSE-ATTORNEYS-NORTH-DAKOTA-SOUTH-DAKOTA-MINNESOTA-WISCONSIN-IOWA-be-on-notice-/Grand-Forks-Minnesota-56721/RELIANCE-TELEPHONE-SYSTEMS-WARNING-Attorney-client-phone-calls-not-being-deleted-1124616>
<http://www.ripoffreport.com/r/Re-Investigation-Uncovers-Evidence-of-Innocence-Attorney-Ben-Smith-Sac-County-Iowa-Eaves-Dropped-on-Confidential-Calls-Between-Tracey-Richter-and-Defense-Counsel-Sac-City-IA-Reliance-Telephone/Sac-City-Iowa/Re-Investigation-Uncovers-Evidence-of-Innocence-Attorney-Ben-Smith-Sac-County-Iowa-Eaves-1124380>

6. February 2014 - Adam Tanner framed and published a hatchet job on you (my opinion) on [Forbes.com](#). At your direction I had written multiple rebuttals to defend yourself and Ripoff Report in multiple forums, you then would direct me to 'bump' reports I had previously drafted to keep them ranked in Google such as Report: #1052048 <http://www.ripoffreport.com/r/Forbes-Magazine-Harvard-Reuters-Adam-Tanner/Internet/Forbes-Magazine-Harvard-Reuters-Adam-Tanner-circumventing-rick-calixto-harvard-forbes-be-1052048>

Included in the attachments, is a note from my doctor on March 20, 2014 fearing for his life regarding my medical condition which has worsened from my inability to afford transportation to medical treatments. He went to far as to write a note when I expressed your unbelief and retaliation, then here is my notification of electricity being turned back on May 19th, after being without service due to your refusal to pay me wages earned and promised.

I have accommodated your actions due to fear, and that you placed me on the verge of being homeless knowing I have only been given months to live. This doesn't take into account you accusing me of treachery, threatening to call your contacts as leverage against me, and remarks similar to your text message.

Ed, be warned, I have detailed notes, log files, and some consensual recordings on your direction of [Brand.com](#) in March. Your claims I did not work for 6 months on Tracey and instead tried to shut down Ripoff Report border on defusional, I defended you, we worked together on certain reports and defense pieces, and all of March was dedicated to [Brand.com](#) as I believe they will destroy [RipoffReport.com](#) unless you activate a very specific plan, legally you will not be able to stop them and via the FTC or FBI they will take far too long to take action.

In light of this evidence and more, I request that you refrain from further imposing projections of your own behavior on me, publicly and privately. If you have credible evidence that I have betrayed you, then produce it for authentication. If not, then we should all move on, peacefully.

I have not copied Adam.

Ed, you know the promises you made, simply take care of them. I have pages, log files or everything you directed me to work on and have a trail of correspondence, if you wish to project your propensity for ominous and menacing behavior, in the event you continue, this evidence and much more, will undoubtedly impeach your credibility, not too mention Ripoff Reports.

I have done nothing against your interest, or, Ripoff Reports.

My health is failing and this is taking a toll on the time I have left.

That being said, you have refused to pay me as promised.

I located attorney's willing to represent me on contingency and front all court cost. Adam told me we have a deal in principle, then he changed the wording in the settlement proposal versus the deal in principle and for transparency, I told him one of the attorney's who offered to take my case on contingency is in litigation with Xcentric, therefore I needed to remove one sentence from the settlement provision, not the entire provision, one sentence.

Adam has demanded to even reopen settlement discussions that I answer questions in email, not by phone, around my search for legal representation. Those communications are privileged, and I have been trying to get paid for two months, and have been told I only have months left to live. This whole thing is taking a toll on my physically, I am not about to lose a quality attorney if I need to use him. Again, I have not done anything to harm you or Ripoff Report. I have not provided to anyone documents, testimony, log files, passwords, work product, etc. Yes, I have had discussions with attorney's who feel I would be foolish to settle for what I am owed, but I believe in honor.

It's simple, either resolve this and move forward, or we can litigate. You made it clear in your text message we are no longer friends, I will respect your decision, wish you felt different. Adam has told me he does not fear litigation. It is up to you. The attorney's I have both want to see documents and proof of our history, etc., I know one horse is out of the barn, that's it. Call me if you like, I will not be responding to Adam's antics via email. If the settlement offer would have been as to what we agreed in principle this would be done, I am going to miss another medical treatment tomorrow ... that is why we either will settle by 2PM or I will sign for representation.

Respectfully,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: FW: Buckle up ...
From: "Ripoff Report" <Editor@ripoffreport.com>
Date: Mon, June 16, 2014 10:06 pm
To: "Darren M. Meade" <dmeade@kalros-meade.com>

Darren,

I can't have you telling people confidential information about my business, I can't have you telling people lies about my activities, I can't have you using illegal telephone recordings to try to damage my business, or embarrass me with crass conversations between friends. How you could betray me like that when I did nothing but help you. You have said yourself, I have been the friend you ever had. The only one that cared about you as a person. I will pay you the money, just get the settlement agreement done and signed!

Ed

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Monday, June 16, 2014 4:58 AM
To: ED Rip-off
Subject: Buckle up ...

Remember when we were friends ... No? ... me neither really.
#ancienthistory

I told you the 2nd week of April I had a job offer for \$7,500 you told me to take it :: I did ... the next day :: brutal ... you asked how could I not give you an opportunity to match it was only \$500 more a month.

#recenthistory

Back again bitches :: you offered to match ... I preferred to stay :: I did still 2nd week of April
#nohistory

I was never paid again ... Internet :: phones disconnected :: missed medical treatment could not pay for prescription you made my life a living hell :: could not even buy toilet paper :: all because I allowed you to talk me into believing I have a \$500 a month raise ::;

It's a shame. Instead of mercilessly brutal life and us hating one another ... you could have simply been happy I had a new job which paid me more.

Funny all your insults but the fact remains I told you I had a better job, you offered to match the pay for me to stay and then never paid me ... about to be homeless, without a dime to my name, I contacted attorney's to file a claim to get paid what you promised.
#Yourstory

Has changed a lot :: The fact is from Roberts to [Brand.com](#) you are all the same / You make a living by inflicting pain :: so what you did to me is understandable :: Your BS insults ... and Lies all will be exposed :: Just remember you could have let me go so I would not be in this position, you did not :: you could have settled for only 1/3rd of what you owed me :: you did not ...

Just spun my wheels while your attorney continued to insult me :: making up lies ::

Thinking every now and then you could offer a green dot knowing I am desperate :: This time ... I would rather prove :: by recordings ... text messages, etc :: That you lied // I never saw the darkside in you :: Thought you were a misunderstood hero of the people

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 06/17/2014 08:08:22 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: Meade Settlement & Release form - as directed

Darren,

That's a lot of money for me to lay out at once – This is more than you asked for originally..
Now you are asking for \$17,000 right now?? and I have to pay your rent for June and then in July!
That's another \$6,000 -- that's too much over the top for me ?

What about I pay \$10,000 immediate (after signing agreement) I will overnight mail a check to you.
and \$5,000 on July 12th.
and \$2,000 in August - Darren, there should be no need to make me pay more up front.. Is that
okay?

If it is, I will have Adam modify the Agreement. Then you should print it, sign it, scan it, and email it
back to me (all the pages).

I have given you everything you asked for.

QUESTION – do you have something in mind to reverse the damage done? There is a lot of tweeting
going on and saying there is a treasure-trove of information to be had? Please explain what you will
do.

) ED

From: Darren M. Meade [mailto:dmeade@kairos-meade.com]
Sent: Tuesday, June 17, 2014 4:54 PM
To: ED Rip-off; westerned@aol.com
Subject: Meade Settlement & Release form - as directed

Ed,

How we execute the agreement?

Will you Fed-Ex a copy?

Or, will a digital signature be acceptable?

I write the above in good-faith ... the settlement agreement does not contain the terms as
agreed on Mon, May 26, 2014 2:24PM.

The missing term:

| And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June,
| and July.
| Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing
| research in support of Tracy or the Brand.com Syndicate matter.

Since this has been a deposit over what is owed, I asked the remainder of June and all of July
be paid immediately. That will keep us from having any sort of fall out and as you know,
attending the healing school is my primary concern.

While you offered to pay the airfare and hotel I would feel more comfortable
paying those arrangements myself. The total is immediate funds would be \$1

EXHIBIT

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it could also be interpreted as \$17,000, the wording was vague stating:

| \$5,000 in weekly installments of \$1,250.00 for May, June, and July.

The total of \$5,000 was detailed but paid in weekly installment of which there were 5 weeks in May. Either works, if you can add the terms as agreed in May and address the immediate funds, I am ready, willing and able to sign the agreement today.

Ed, you wrote: Please Darren. I will accept that you sent out a false signal to the bad guys. They are starting to twit and twat about you going against Ripoff Report, and that is not good! So looks like the attorneys violated you! They say you have a "treasure trove" of information to hurt me. Please do not do that.

Ed, I never enter battles I cannot win. Do we play the double agent card and use disinformation?

Or, do we quickly put Michael Roberts down with the truth?

Roberts was a bit hurt that a Tweet with a link to Ripoff Report about Google-Cide garnered 7,655 views on June 14th, 2014 which preceded his desperate attack on June 16th, 2014.

That Tweet caused two blackmail victims of Roberts to reach out to me on Twitter, which Roberts no doubt saw. All documented. From a strategy perspective how is it best to move forward?

If you can add the missing agreed upon term, we have a deal. The original email from Adam offering those terms in May is below this email.

Very truly yours,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: RE: SETTLEMENT PROPOSAL FOLLOW UP: QUANTUM MERUIT: Unpaid

Earned Wages, Fringe Benefits :: Car ::

From: "Adam" <adam@ripoffreport.com>

Date: Mon, May 26, 2014 2:24 pm

To: "Darren M. Meade" <dmeade@kalros-meade.com>

Darren,

I am glad you feel we are making progress in the right direction, in the right manner, for the right reasons. My proposal is really quite simple.

To avoid a lawsuit, let Xcentric pay what you claim you are owed under your alleged theories of wages, contract, and reliance.

We will pay what you claim you would have received.

Let's say that is \$2,000 for the month of April (which is clearly more than it would have been, but Xcentric will pay immediately)

And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June, and

July.

Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing research in support of Tracy or the Brand.com Syndicate matter. And \$2,500 towards your purchase or lease of a car.

From you, we will need a written statement representing that you have honored and will continue to honor the non-disclosure you signed, and a release of all claims against Xcentric, Ed, and any of his interests - meaning you will not have any reason to sue for anything up until the time of the release agreement.

You will also continue to do the research work regarding Tracy's cause, and the Brand.com Syndicate, and share your work product with Xcentric and it's representatives, through July.

And, If you want to keep doing that kind of work after July, we can reach an arrangement. Ed has discussed this with you in the past, having you do work once the project for helping Tracy was over. ED is very interested in making arrangements for you to work for him.

I think that is the coat and the cloak, and a very honorable proposal to settle disputes between brothers.

I will call you about this to see where you will take it.

Adam

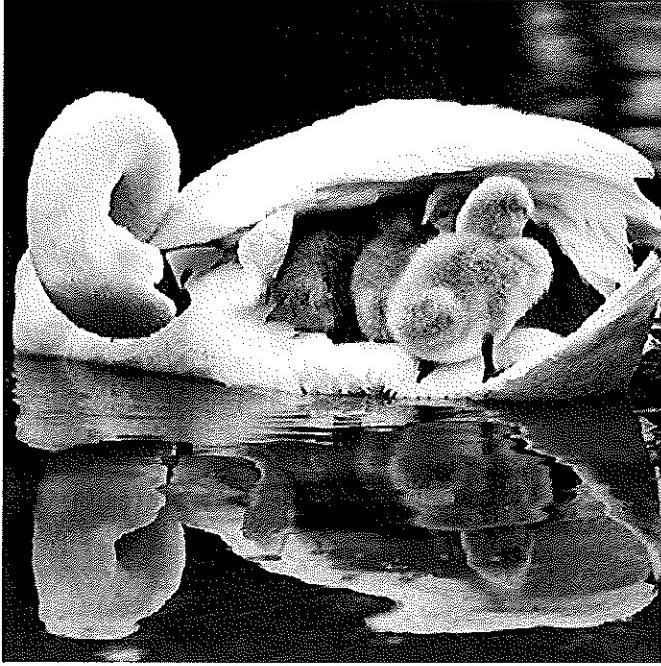
()

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Darren M. Meade [@darrenmeade](#) [Follow](#)

Attention: Alleged Ripoff Report Victims!
Please know I am available for depositions
June 23-27th in Laguna Beach, CA
pic.twitter.com/LkQI2OjCgs

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6:12 PM - 19 Jun 2014 [Flag media](#)

Don't miss any updates from **Darren M. Meade**

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()

EXHIBIT
134


Web2PDF
converted by Web2PDFConvert.com

From: Darren Mitchell <darrenmitchellm@gmail.com>
Sent time: 06/23/2014 12:21:49 PM
To: Ripoff Report <editor@ripoffreport.com>; Darren M. Meade <dmeade@kairos-meade.com>; westerned@aol.com
Subject: The Frog's Last Video

)
Warning - not typical Frog ...

Ed,

last night you shared that your attorney's will quit on you if you make things more difficult for them.

Are you inferring that my working with you makes things more difficult?

You, shared your attorney's are meeting with you to claim I have 'set you up' over the last six months.

That seems odd since we had reached settlement, your attorney's drafted the settlement and mutual release, and were to arrive on either Thursday or Friday last week.

I have been without pay since the 2nd week in April and turned down a job to continue working for you.

Tonight, I made a video, it started as just another example of my working for you, but then I discovered something. My hard drive stores screen shots by the date. Therefore the screen shots correlate with the project I was working on.

Since your attorney's claim I 'set you up' since January, I placed copied of the files starting in January, did you know on average you had me on another project other than Tracey every two-weeks?

)
In some months, you had me move onto different projects weekly. Please know I am only sending this video to you. Please watch it. This is on NationalInvestigative.org who threatened to destroy you ... cannot remember if it was before or after Adam Tanner.

If your attorney's do have a hatchet meeting on me, please have them watch the video, I can document each day of work, the projects, reports, etc.

This will give you a good idea of the research involved but how Brewington and Roberts seem hooked into many of your enemies. This is the guy who fronted for Scam Group for awhile.

<http://www.screencast.com/t/rXzs94RPT>

The video was made last night, part of the sound I deleted by mistake ... but it should accomplish the purpose of providing what goes into a project.

Can you please let me know if we have a settlement or if you have reneged?

Thank you,
Darren

)
EXHIBIT

139

From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 06/23/2014 08:55:46 PM
To: Darren M. Meade <dmeade@kairos-meade.com>
Cc: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: AGREEMENT Darren M Mead claims / Xcentric Ventures, llc settlement agreement
Attachments: Meade Settlement Agreement draft 140623 B.pdf

Darren,

I am sending you this settlement document so that we can finally be done with negotiations. I am literally sick about what you have done, and put me through, and in your own words the lies you have told to sell an attorney to take your case, and at the same time damage you have done to my business. You know first-hand I am not sleeping enough, I am worried about my heart and the stress you are causing and that you could cause me by pressing forward with your dishonest claims. I am making this payment because I don't want to have to fear that anymore. And, because if you really are dying, I would still be willing to help you, you didn't have to threaten me for the money. You know I was helping you as a friend because of your dyer situation.

I believe this captures everything we have been discussing. I am sending this to you as an offer of settlement. All other offers are revoked. There are no verbal agreements. When we reached an agreement in principle through past emails, it turned out that you had different things in mind than I realized. That does not matter, because this agreement would replace any of it. This agreement includes the terms for the settlement I want.

To accept the settlement, please print, sign, and scan the signature back to me by 1 PM tomorrow so I will have time to overnight the check to your Huntington Beach address.

Just let's get this done, no more arguing or debating this.

ED Magedson
Xcentric Ventures, LLC

EXHIBIT

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SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT ("Agreement" or "Settlement") is made and entered into effective as of the 25th day of June, 2014 by and between Ed Magedson and Xcentric Ventures LLC ("Xcentric") and Darren Meade ("Meade"). Xcentric and Meade are collectively the Parties to the Agreement.

RECITALS AND WARRANTIES

A. Meade has demanded that Xcentric pay him "wages," and also alleged that Xcentric should pay money based on contractual obligation and the theory of detrimental reliance. Meade has also alleged potential causes of action against Xcentric including breach of fiduciary duty, conversion, aiding and abetting breaches of fiduciary duty, fraudulent conveyance, wrongful termination, quantum meruit, unfair business practices for personal gain, and fraud in the inducement.

B. Xcentric denies entering into any contract to employ Meade, and denies any contractual obligation to pay Meade, and denies making any representation or promise upon which Meade could reasonably rely, and asserts that Meade could not reasonably rely on any statement made by Xcentric in rejecting an employment offer by a third party. Xcentric denies that there are any valid basis for any of the causes of action Meade has alleged.

C. Xcentric represents that it respected Meade's research work to assist Tracey Richter in obtaining release from prison, and his research work in exposing fraud and abuse. Xcentric also felt friendship for Meade, sympathy for Meade's health problems, and concern about hostility from the alleged criminals that Meade's research exposed. Motivated by these feelings, at various times Xcentric voluntarily supported Meade with cash for living expenses and healthcare expenses, or paid Meade's rent, or provided other help.

D. The matters stated in these Recitals and Warranties constitute an active dispute between the Parties which, along with any other disputes or claims not mentioned (collectively the "Dispute"), the parties desire to resolve by Agreement.

E. Meade represents that he has not breached the terms of the Confidentiality/Non-disclosure Agreement of January 7th, 2012, by disclosing confidential information about Xcentric. Meade further represents and warranties that he has been diagnosed with terminal stage IV cancer in his kidneys that has spread to other parts of his body.

F. The Parties have been taking steps to resolve the personal aspect of the Dispute, such as hurt feelings and anger, through discussion. Xcentric has also provided financial assistance to Meade during the effort to reconcile and negotiate this Agreement, to help with living expenses such as utilities, food, transportation, and internet services, exceeding \$1,500.00 in value since this reconciliation process began.

SETTLEMENT AGREEMENT

Page 2

AGREEMENT

Xcentric and Meade agree as follows:

1. **No Admissions.** The Parties do not agree with the positions taken by the other party as described above and make no admissions of liability. This Settlement is entered into solely to avoid any future expenses or fees arising out of the Dispute.
2. **Release of Xcentric by Meade.** Meade hereby irrevocably releases and forever discharges Xcentric and its principals, employees, agents, and attorneys from any and all claims, actions, or causes of action arising out of or related to the Dispute, and any other claim or cause of action known or unknown arising out of action occurring prior to the date of this Agreement. Meade does not release Siamack Yaghobi from any personal liability he may have to Meade, but will hold Xcentric harmless for any liability incurred by Siamack Yaghobi.
3. **Knowing Release by Meade.** Meade represents that the release provided for in this Agreement has been knowingly and voluntarily granted and agreed to and that this Agreement is binding upon its successors, assigns and personal representatives in accordance with the terms of this Settlement.
4. **Release of Meade by Xcentric.** Xcentric hereby irrevocably releases and forever discharges Meade and his principals, employees, agents, and attorneys from any and all claims, actions, or causes of action arising out of or related to the Dispute, and any other claim or cause of action known or unknown arising out of action occurring prior to the date of this Agreement, other than the obligations of the Confidentiality/Non-disclosure Agreement of January 7th, 2012 which are not released, and other than the warranties and conditions contained in this Agreement.
5. **Knowing Release by Xcentric.** Xcentric represents that the release provided for in this Settlement has been knowingly and voluntarily granted and agreed to and that this Settlement is binding upon its successors, assigns and personal representatives in accordance with the terms of this Settlement.
6. **Consideration.** This Agreement is supported by consideration as described in this Agreement Section 6 and its subsections.
 - 6.1 Meade agrees to provide Xcentric, through its designated agents, reasonable unrestricted access to all his research related to Tracy Richter, Michael Roberts, Brand.com and its affiliates including any person or group working against Ripoff Report, and to answer questions, through August 2014.

SETTLEMENT AGREEMENT

Page 3

6.2 Meade agrees to immediately inform Xcentric regarding any inquiry about Xcentric from any person (including an entity), and any disclosure of information about Xcentric to any person (including an entity). In the event that Meade is requested to provide information about Xcentric through legal process, Meade will provide notice to Xcentric and refrain from making any disclosure until Xcentric has the opportunity to object, or seek a protective order, or seek other relief. This is intended to be an ongoing obligation that does not end when other terms of the contract are fulfilled.

6.3 Xcentric will pay Meade's rent for 777 Pacific Coast Highway Apartment 308 to his current landlord at the rate of \$3,000.00 for the months of June, and July 2014 by July 9th, 2014. Xcentric will also pay \$3,000 for August rent if Meade is living at that location when August rent is due.

6.4 Xcentric will pay Meade \$12,000.00 immediately after the execution of this Agreement, and \$3,000.00 on July 8th, 2014, and \$3,000 on August 8th 2014 if Meade is alive. Payments will be made by check and sent to Meade's address by overnight delivery.

6.5 Xcentric will pay a rental car agency up to \$350.00 per month for two months so that Meade can rent a car for his personal needs, so long as the period of rental is completed no later than August 31st 2014.

6.6 Xcentric will provide a \$2,500.00 payment for Meade to purchase or lease an automobile before September 30th, 2014.

7. Miscellaneous.

A. Opportunity for Review and Consideration. The Parties acknowledge and agree that they have each had a full and fair opportunity to review each and every word, clause, paragraph contained in this Settlement and to seek and receive legal advice with respect to everything set forth in this Settlement and only after having had such an opportunity, and with a full and complete understanding of the import, effect and meaning of all provisions of this Settlement and any and all exhibits incorporated herein by reference or attached hereto, voluntarily and of their own accord and for reasons which are good and sufficient to them, have executed this Settlement and thereby have agreed to be bound by it fully, permanently and irrevocably.

B. Attorneys' Fees And Costs To Prevailing Party. In the event of a breach of this Settlement, the prevailing party to any litigated dispute hereunder shall be entitled to apply for and recover any and all reasonable attorneys' fees and costs of suit.

C. Counterparts. This Settlement may be executed in counterpart and electronic, scanned or faxed signatures shall suffice to substitute for original signatures for any and all purposes.

SETTLEMENT AGREEMENT

Page 4

D. Modification. No modification or amendment to this Settlement shall be valid, unless in writing and signed by all Parties to this Settlement affect by the modification.

E. No Waiver. No action or inaction of any party hereto shall constitute a waiver of any rights or remedies under this Settlement unless such waiver is in writing and executed by the party purportedly waiving that right or remedy.

F. RESERVED.

G. Confidentiality. This Agreement and its terms are Confidential Information pursuant to the terms of the Confidentiality/Non-disclosure Agreement of January 7th, 2012.

H. Severability. It is the intent of the parties hereto that all of the provisions set forth herein are severable and independent. In the event any of the provisions should be held to be invalid or unenforceable, all other provisions shall remain in full force and effect.

I. Non-Disparagement. The parties agree not to disparage each other to third parties, and not to make negative statements about each other to third parties. Each party will respond to inquiries about the other party by stating something generally positive. Each party will subsequently consult with the other party regarding the inquiry, and may decide to coordinate further response.

J. Entire Agreement. This Settlement supersedes any and all prior discussions and agreements, written or oral, between the Parties with respect to the matters contained herein, and this Settlement contains the sole, final and complete expression and understanding of the Parties with respect to the transactions contemplated herein. Each party acknowledges that no other party, or any agent nor attorney for any party, has made any promises, representations or warranties whatsoever, whether express or implied, not contained herein concerning the subject matter hereof, to induce any party to execute this Settlement, and acknowledges that he she has not executed this Settlement in reliance on any such promises, representations, or warranties which are not contained herein, or in the exhibits hereto (or any of them). Each party acknowledges that it/she/he/they have been afforded a full and complete opportunity for consultation with legal counsel regarding the terms, obligations, responsibilities, and effect of this Settlement.

Darren Meade

Xcentric Ventures LLC and Ed Magedson

Darren Meade

Ed Magedson

Date: _____

Date: _____

SETTLEMENT AGREEMENT AND RELEASE

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SETTLEMENT AGREEMENT

Page 3

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D-M

SETTLEMENT AGREEMENT

Page 4

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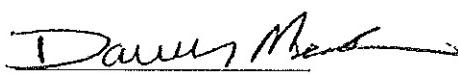
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Darren Meade

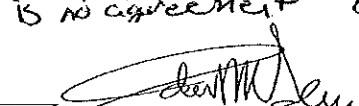
*It is understood if the fund of \$12,000 immediate funds
left are not paid. There is no agreement o.m.*



Darren Meade

Date: 6-24-2014

Xcentric Ventures LLC and Ed Magedson



Ed Magedson

Date: June 25, 2014

From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 06/28/2014 01:40:52 AM
To: Darren M. Meade <dmeade@kalros-meade.com>; Adam <adam@ripoffreport.com>; westerned@aol.com
Cc: Adam S. Kunz <ask@jaburgwilc.com>
Subject: RE: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June

What day?

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Friday, June 27, 2014 11:38 PM
To: Ripoff Report; 'Adam'; westerned@aol.com
Cc: 'Adam S. Kunz'
Subject: RE: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June

Would it be helpful to Adam if we met in the evening at the airport?

I would locate a mobile notary, we can sign the document, and then he could return to Arizona?

If that would be helpful, I can arrange to meet Adam at the airport.

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: RE: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June
From: "Ripoff Report" <EDitor@ripoffreport.com>
Date: Fri, June 27, 2014 11:21 pm
To: "Adam" <adam@ripoffreport.com>, "Darren M. Meade" <dmeade@kalros-meade.com>, <westerned@aol.com>
Cc: "Adam S. Kunz" <ask@jaburgwilc.com>

Darren -

Adam will come tomorrow because I told him to., but, he has personal things that came up he needs to do tomorrow, Sunday and Monday. While I have paid you extra -- In spite of that.

If you are not interested in going to Texas -- and will not make it to get your passport..

What about I give you \$500 extra to let Adam come on Tuesday before 4 pm ...

I will still STOP those checks as you sent them back to me by UPS -- and we can move one. ?

If not -- send the flight times and the hotel info!!

Flights first!

ED

From: Adam [mailto:adam@ripoffreport.com]
Sent: Friday, June 27, 2014 11:15 PM
To: 'Adam'; 'Darren M. Meade'; westerned@aol.com; 'ED Rip-off'
Cc: Adam S. Kunz
Subject: RE: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June

Darren,

Ed is worried that you will be confused by having two messages instead of one.

To be clear, the plan is on - but not your point #3.

I need to hear from you about what flights you want, in order to purchase.

I can't purchase without your picks.

Hotel likewise.

Can you give me an immediate response such as "I will send you flight and hotel in 10 minutes" or some other indication of your choice (possibly you prefer Tuesday?).

Adam

The two messages together would have been like this:

The plan is on, I need you to send my your choice of flights so I can buy your tickets.

I don't know a thing about the passports - that's up to you.

Also, I need to know your hotel choice.

But, we don't accept your timing regarding #3 below. We would not change the schedule of payments.

EXHIBIT

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We would get you \$11,500 by Tuesday.

From: Adam [mailto:adam@ripoffreport.com]
Sent: Friday, June 27, 2014 10:32 PM
To: Darren M. Meade; westerned@aol.com; 'ED Rip-off'
Cc: Adam S. Kunz
Subject: RE: Proposal In facilitation of settlement Darren Meade Xcentric Settlement June

But, we don't accept your timing regarding #3 below. We would not change the schedule of payments.
We would get you \$11,500 by Tuesday.

Adam

From: Darren M. Meade [mailto:dmeade@kalros-meade.com]
Sent: Friday, June 27, 2014 10:22 PM
To: westerned@aol.com; Adam; ED Rip-off
Cc: Adam Kunz
Subject: RE: Proposal In facilitation of settlement Darren Meade Xcentric Settlement June

You write:

- #1. You must give permission to cancel the checks immediately.
- #2. You must acknowledge that the settlement agreement is valid, and remains valid so long as Xcentric replaces the cancelled checks with cash, a plane ticket to DFW, and a hotel reservation as described.
- #3. So long as I can actually get the plane tickets as described and to get to California tomorrow.
- #4. If we can't get the plane tickets arranged now, the settlement is still valid, and we will replace cancelled checks with cash or ACH transfer that is not payroll.

OR would you rather I come with cash on Tuesday? I could do that much more easily.

My replies:

- #1. I, Darren M. Meade, grant permission and request you cancel the checks #3450 & 3451
- #2. Settlement is valid, and remains valid so long as Xecntric replaces the cancelled checks with cash, a plan ticket to DFW, and a hotel reservation by 6/28/2014
- #3. In the event you cannot arrive by tomorrow, then the all the settlement monies (rent, money for July and August) would be payable on Tuesday
- #4. See 3 above. And My Direct Deposit Info: Account # 50362708633 Routing # 073972181 has NEVER been a payroll account, it is my personal checking account of the last 5 years. Ed, was having difficulty navigating sending a wire, and I suggested that perhaps the phone number for 'Payroll Administrator' might have someone available to explaining the wiring process.

I would prefer you speak to me without addressing and saying 'Fuck'. And while you may not like what I wrote into the settlement agreement, the issue revolves around payment of the proceeds which has been on-going to two-months.

I would appreciate knowing if I should be trying to arrange a cab to San Diego as it will be nearly 4 hours round trip plus \$30 per hour wait times while I am in the passport office.

Cheers,
Darren

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: Re: Proposal In facilitation of settlement Darren Meade
Xcentric Settlement June
From: westerned@aol.com
Date: Fri, June 27, 2014 9:59 pm
To: adam@ripoffreport.com, Editor@ripoffreport.com
Cc: dmeade@kalros-meade.com

Darren want to make sure you got this ???

not sure what is happening with email..

also - call me after you send email

ED

-----Original Message-----

From: Adam <adam@ripoffreport.com>
To: 'Ripoff Report' <EDitor@ripoffreport.com>
Cc: 'Darren M. Meade' <dmeade@kairos-meade.com>; westerned <westerned@aol.com>
Sent: Fri, Jun 27, 2014 9:56 pm
Subject: RE: Proposal In facilitation of settlement Darren Meade Xcentric Settlement June

I did not receive the email through Jaburg & Wilk, but only when Ed forwarded it to adam@ripoffreport.com

Darren,

It is amazing that you would try to cause a problem with this.

I can go forward to exchange the checks for cash as described in the plan below, plus under the following conditions:

#1. You must give permission to cancel the checks immediately.

#2. You must acknowledge that the settlement agreement is valid, and remains valid so long as Xcentric replaces the cancelled checks with cash, a plane ticket to DFW, and a hotel reservation as described.

#3. So long as I can actually get the plane tickets as described and to get to California tomorrow.

#4. If we can't get the plane tickets arranged now, the settlement is still valid, and we will replace cancelled checks with cash or ACH transfer that is not payroll.

OR would you rather I come with cash on Tuesday? I could do that much more easily.

Darren, we are trying very hard to get you Fort Worth for your conference.

Your stubborn and incorrect assertions about the settlement agreement are counterproductive.

I need to know NOW.

Adam

From: Ripoff Report [mailto:EDitor@ripoffreport.com]
Sent: Friday, June 27, 2014 9:28 PM
To: adam@ripoffreport.com

Cc: 'Adam Kunz'
Subject: Fwd: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June

-----Original Message-----

From: Darren M. Meade <dmeade@kairos-meade.com>
To: Adam Kunz <ask@jaburgwilk.com>
Cc: ED Rip-off <EDitor@ripoffreport.com>; westerned <westerned@aol.com>
Sent: Fri, Jun 27, 2014 7:33 pm
Subject: RE: FW: Proposal in facilitation of settlement Darren Meade Xcentric Settlement June

Emails to both you and Ed bounced back therefore I am sending this to your Jaburg and Wilk email address.

Adam,

the checks were returned via priority mail tracking number 9405 5102 0082 8234 0779 11

to the address of Jaburg and Wilk / attention Adam Kunz 3200 North Central Avenue Suite 2000 Phoenix, Arizona 85012

a fax was also sent to (602) 248-0522 to confirm the return of the settlement funds.

If the notarized statement contains the wording below I will sign it.

Depending, on when you arrive there is a notary also at the UPS Store one block from the Shore Break Hotel.

Adam, I offered two weeks ago to cover the cost to fly you out to California to pay the settlement monies, please deduct that from the settlement funds.

The settlement initially was \$12,000.00 but Ed had advanced a Green Dot, so it went to \$11,500.00.

In the settlement, I was to provide reasonable access to my research.

Initially when you brought settlement monies you were bringing 2-4 thumb drives and going to identify specific areas of interest, and I would be able to pull those documents. Then when I returned from the conference, we would meet to do a full turn over of all research. That would allow me time to remove my personal information and files from my laptop.

That being said, I would provide you access to my Drop Box which is entirely Tracey Richter and Brand.com specific.

Along downloading thumb drives of the forensic accounting I completed showing the theft of Xelle / Mile 2 from Tracey to Michael Roberts. This includes, the bank

The copy of my entire hard drive which contains my personal information, medical information, etc., I would not be willing to provide.

I would, provide access to my Drop Box, thumb drives and any other areas of interest you could provide me in advance so I could separate out those files in advance of your arriving on Saturday.

Caveat, you just called, said I fucked up the deal.

Well, the settlement monies were not paid. They needed to be delivered. or, sent via wire to my checking account.

Adam, as I told you, through this process I was not advised by an attorney, nor had I engaged an attorney. I hand wrote one item above the signature line saying if the monies were not paid we had no settlement. The monies have not been paid ... you were now going to bring the monies, then it would be back on. But, I am over games. You want to say what I hand wrote does not change section 6.24 OK. That's your opinion. If I "fucked up the deal" because I wrote 'Rejected Settlement' on the fax cover sheet along with 'The settlement money was to be paid via wire or self delivery' which is true.

You told me you are working on a short fuse, me too.

Tuesday, I will seek to engage counsel.

I will no longer spend days, weeks and months on this settlement, merry-go-round.

You need a worthy adversary.

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

----- Original Message -----

Subject: FW: Proposal in facilitation of friendship Darren Meade
Xcentric Settlement June 2014
From: "Adam" <adam@ripoffreport.com>
Date: Fri, June 27, 2014 5:51 pm
To: "Darren M. Meade" <dmeade@kairos-meade.com>, "Ripoff Report"
<EDitor@ripoffreport.com>

Dear Darren,

Ed asked me to get to California with cash to facilitate your liquidity.

The plan will be for me to meet with you, give you cash, and take back the two checks you have not cashed or deposited. You will give a notarized receipt/acknowledgment for the cash. I believe we can meet with a notary at the Shorebreak, Saturday afternoon or evening.

Something like this:

Agreement and Acknowledgment of Darren Meade

1. I, Darren Meade, acknowledge that I received two checks in satisfaction of provision 6.4 of the Settlement Agreement and Release of June 25th 2014, a true copy of which is attached to this acknowledgment. The two checks I received are accurately represented in the images of Check # 3450 \$8,000 June 5,2104 and Check # 3451 \$3,500 undated attached to this acknowledgment.
2. I, Darren Meade, agree with Xcentric Ventures LLC and Ed Magedson that I willingly exchange the un-deposited and uncashed checks (# 3450 and # 3451) for cash in the amount of \$11,500.00 (or whatever amount is agreed upon) in light of the fact that Ed Magedson will advance some of the settlement proceeds in the form of an airline ticket and prepaid hotel reservation for Fort Worth on Sunday June 29th through Sunday July 7th.)
3. I, Darren Meade, acknowledge receipt of \$11,500 cash (or whatever amount after airline ticket and hotel stay is purchased).

The plan is for Ed to purchase you a 1st class round trip American Airlines ticket from Orange County to DFW, and make a hotel reservation in your name near the Fort Worth Convention Center from June 29th through July 5th 2014, to facilitate your participation in the South West Believers Convention. You want to arrive as early as possible Sunday, June 29th. I imagine you will also have time to do some clothes shopping in FW in the evenings, if you feel the need.

You will need to determine what flight you are going to take on the convention travel promo (so that Ed can buy the ticket immediately and you can get your documents tomorrow), and you should make a hotel reservation so that Ed can then pay for it with his credit card. At that point we will be able to determine the amount of cash to provide for you on Saturday evening.

Also, when we meet you will bring your laptop and I will bring a hard drive so you can provide copies of all your data and research regarding your projects for Tracey Richter and Brand.com.

Let me point out that Xcentric is not obligated to do any of this. This is more than providing a cloak also. Ed wants to do this out of friendship.

If you agree to this, indicate your agreement by return email.

(It is okay for me to make direct contact with you now that the settlement is accomplished – we have no more dispute over your claims and I have no reason to think you are represented.)

The Des Moines Register

A GANNETT COMPANY

Search



Tracey Richter, mom linked to witness harassment

Ryan J. Foley, Associated Press 12:13 a.m. CDT July 10, 2014



(Photo: Ryan Foley, AP)

IOWA CITY, Ia. -- Authorities have seized a computer and flash drives from the home of a woman whose daughter was convicted of a high-profile murder, based on a search warrant alleging the two worked together to harass prosecution witnesses by spreading defamatory information

about them online.

Agents served the warrant Tuesday at the suburban Des Moines condominium of Anna Richter, 68, a court filing shows. The warrant application, made public Wednesday and obtained by the Associated Press, alleges the Richters and associates have targeted those who testified against Tracey Richter, who was convicted in 2011 of the murder of a neighbor.

Sac County Attorney Ben Smith wrote that they "have been engaged in a systematic and ongoing campaign of cyber/Internet harassment and defamation aimed directly at the state's witnesses, in retaliation for their cooperation with law enforcement."

Tracey Richter, 48, is serving a life sentence for first-degree murder in the 2001 death of 20-year-old Dustin Wehde in Early. Prosecutors said Richter shot Wehde as part of a plot to frame her ex-husband to gain an advantage in a child custody dispute. Richter claimed she acted in self-defense when two men broke into her home.

Anna Richter didn't return a message. Supporters of Tracey Richter accused Smith of overreaching at a time when she is seeking a new trial, noting that Smith has recently been criticized for garnishing money from her prison accounts.

Smith wrote in the application that based on hundreds of hours of prison phone conversations and visits between Tracey and Anna Richter, he had "probable cause to believe" the Richters and others had engaged in witness tampering.

The application says Anna Richter paid and provided information to a man who made posts on a website called the Ripoff Report that "accuse the state's witnesses of theft, perjury, fraud, computer hacking, child molestation, murder, and terrorism." Those posts, designed to come up first on Web searches of the witnesses' names, have in some cases been devastating to reputations and businesses, Smith wrote.

A Google search for two married prosecution witnesses turned up a Ripoff Report article falsely linking the man to "child torture pornography" and other wrongdoing in a previous business venture, the application noted. The man told Smith that his Internet security business has "suffered greatly" as a result.

Richter's first husband, John Pitman, said his plastic surgery clinic in Virginia "has lost an estimated \$600,000" since Ripoff Report articles were published falsely alleging that he was a child molester and drug abuser who consorted with strippers and performed shoddy work, Smith wrote.

Ripoff Report editor Ed Madgeson denied any wrongdoing. He said the information raised questions about whether Richter was innocent, but that he didn't control it or guarantee its accuracy.

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MORE STORIES

City staff opposes landmark status for YMCA

Sept. 29, 2014, 2:23 p.m.



Police: Car where body found belongs to missing student

Sept. 28, 2014, 10:41 p.m.



Des Moines opts out of Iowa Youth Survey

Sept. 28, 2014, 11:52 p.m.



Clooney, Alamuddin get married...again!

Sept. 29, 2014, 8:09 a.m.



EXHIBIT

150

exhibitsticker.com



From: Ripoff Report <EDitor@ripoffreport.com>
Sent time: 07/11/2014 12:08:03 PM
To: EDitor@ripoffreport.com

I might be out of contact for a bit. Should be Hopefully on email later today -
emergency .Need to be home all day today and over the weekend working on other stuff with attorneys.

ED

Went to Joe D and other national producers I work with -

this will let you know what is happening – they took something's that are truth and mixed it in with a lot of other things.
email Adam if you cannot reach me – adam@ripoffreport.com
Anything urgent email him and call Maria Speth our main attorney – 602-248-1000

=====

The husband, Michael Roberts Rexxfield is the guy who hacked Ripoff Report for several years – all the hacks were un-done, over 2,000 Reports effected where they collected hundreds of thousands of dollars -- once the hack was discovered, within 1 hour, all the Ripoff Reports went to the top of the search engines. Link to his extortion letter and asking for immunity is below. This is all intertwined with so much, convoluted things from over the last 12 years.

Tracy is up on appeal – and the word is from her attorney and another outside attorney who I have paid to keep on the case. Tracy Richter is likely going to get out, mostly because of the expose' on Ripoff Report exposing lies about the Tracy Richter case, written by Darren Meade. Please see the links below.. Don't believe any press release or the Sac County Prosecutors Warrant Application about me. This is more misconduct by a prosecutor trying to stop an innocent woman from getting freed which will expose what he did wrong, doing this for his good friend Michael Roberts Rexxfield, and now, the main goal is to shut down Ripoff Report, the only place they cannot get the negative information taken down, like they have with info by others that have posted about the case making them look bad, all taken down except Ripoff Report. So the Sac County Prosecutor has twisted this into a criminal case, doing all kinds of discovery he could not do in a civil case.

This has caused the prosecutor to go nuts and doing things unheard even more now to stop the following:

1. To try and stop the Tracy Richter appeal by taking the mothers computer who is compiling evidence , that is all gone now. - see article below
2. By taking all of Tracy Richter's money in prison. She does not have a dime, no healthcare, no phone calls, etc. – see articles below
3. Using the criminal law in Iowa to try shut me down. So, there is no first amendment in Iowa. Exposing a public servant is not allowed. – see link below.

First – look at this short document -- you will see this HACK done to Ripoff Report talked about in the Sac County Prosecutors Warrant Application –

they talk about the HACK to Ripoff Report -- they blame it on this guy Darren Meade and others? Great spin on their part. See Link – the proof!

Michael Roberts Rexxfield is the one that did attempted extortion to my attorney, admitting he did the HACK and .. asking for immunity and \$105,000 EURO .. see these links. NOTE: this guy Darren Meade, do I trust everything he says or does, no way I could verify everything .. but, he has black and white proof, see the videos, read his Ripoff Reports. See below.

This guy Michael Roberts Rexxfield, the guy Sac County Prosecutor is protecting -- The husband of In Prison for the murder of the intruder, protecting herself and her children . – Its documents and p County Prosecutor Ben Smith is hiding and does not mention in his Warrant Application , Ben Smith the law in Iowa to shut me up, trying to shut me down.

EXHIBIT

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Look at the most recent article in the Des Moines Register / Prosecutor Ben Smith is taking all her money, every dime!
<http://www.desmoinesregister.com/search/Tracey%20Richter/>)

July 9, 2014 Sac County Prosecutor BEN SMITH raided the mothers home and took all her computers and backups she cannot help her daughter now with the appeal – removing important evidence.
<http://www.press-citizen.com/story/news/crime-and-courts/2014/07/09/police-search-home-of-inmates-mother/12417231/>)

Her husband is Michael Roberts – owner of Rexxfield. , aside from his full time job with others to try and destroy me and Ripoff Report.

These are the Reports Dateline producers need to read on Ripoff Report = Rexxfield.

This is one guys account (Darren Meade) of what went on, as he was partners with Michael Roberts trying to get him loans before Tracy was arrested 10 years later, after she was cleared of any wrongdoing.

These articles house the videos on Ripoff Report, the evidence that was missed by an attorney who never had a criminal case.

http://www.ripoffreport.com/reports/specific_search/rexxfield)

Darren M. Meade - contact info = Direct: (949) 813-4983 Visit me on LinkedIn Visit me on Facebook
Best if you went to visit Darren in Huntington Beach California If the Iowa court did not take him away, to shut him up . his email address is dmeade@kairos-meade.com and darrenmitchellm@gmail.com ((Roberts might have hacked his email address I am told today))

On July 10, 2014 – there is this article with a link to a summons filled with lies and twisted stories – most untrue. Its like they are writing for a fiction movie.

That is why it is important to see the see at the top of the page, the letter to my attorney asking for immunity – its one of many lies and distortions the prosecutor told. Its like something for a movie deal..

<http://www.opednews.com/articles/Tiny-Iowa-County-Takes-on-by-Bennet-Kelley-Online-Defamation-140710-674.html>)

Sac County Prosecutor BEN SMITH -- he is going to try and make a name for himself, with the help of Michael Roberts, the spin master..

Evidence shows he set his wife up.

<http://www.opednews.com/articles/Tiny-Iowa-County-Takes-on-by-Bennet-Kelley-Online-Defamation-140710-674.html>)

Allan – your continued coverage of what happened with the murder is the best chance to stop this corruption. , by reading those Ripoff Reports about Rexxfield, those Ripoff Reports will give you Darren Meads account of what he uncovered with Tracy's mom. Darren is not the best writer, but he has been tenacious in trying to uncover what he can.

Can I attest that everything is true? No way. But, he uses black and white evidence in those videos. I have not read all the Reports, too much for me to read with all the email I have.

Allan – I have never lied or exaggerated anything to Dateline over the years, or to any other media outlet we continue to assist. I have been sued more than 90 times, never lost a case when being sued. Over 4 million spent. They get more creative every time.

Ripoff Report is used by every law enforcement agency around the world to help prosecute cases – not to mention, there is no news outlet Ripoff Report has not helped from around the USA and in many other countries to help expose bad business. The victims mostly all give their phone numbers as Dateline knows, because, most who post on Ripoff Report are real victims, ..in their eyes..

You can reach one of my attorneys if you cannot reach me..
Maria Speth – 602-248-1000 and Adam Kunz – 480-340-6487

602-518-4357 My Cell - ED

NOTE: there is a Private Detective name John Brewington Paladin PI in Arizona – before you believe anything this man says, search the name Brewington on Ripoff Report
Ask my attorneys about him http://www.ripoffreport.com/reports/specific_search/brewington

ED Magedson - Founder
EDitor@RipoffReport.com
www.ripoffreport.com

a Worldwide Consumer Reporting News Agency
..by consumers, for consumers



PO BOX 310, Tempe, AZ 85280
602-359-4357 when selection starts, press 5 ...then, three seconds later press 1... Say who you are!

Our mission:

- empower consumers
- defend the First Amendment
- expose wrongdoing
- help companies regain control

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ED Magedson: Founder, Ripoff Report

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Ripoff Report Corporate Advocacy Business Remediation & Customer Satisfaction Program., A program that benefits the consumer, assures them of complete satisfaction and confidence when doing business with a member business. . .yes, a long name for a program that does a lot for both consumers and businesses alike.

after lying and cheating others for failure of payment...Dallas TX



Kelly Glenn
Marketing
Scam Internet



Jordyn Oat
Homes aka
Jordyn Design
Scam took
longer than 15
months to
build, dropped off Draper Utah



ME on El
Paseo Salon
and Spa,
Marko and
Erich, Salon
Studies by J.
Roh, Erich
Duane Kohner, Erich V Kohner,
Erich D Zohner, Mark Archuleta,
Marko Archuleta, Erich Kohner,
Archuleta, ME Salon Deceptive
and Fraudulent Trade Practices by
ME on El Paseo Salon and Spa
Palm Desert California



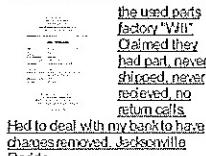
Supervalu Inc
Saves A Lot
Abandoned
Save-A-Lot
shopping carts
left all over my
town Lakawanna New York



Michael
Nathaniel
Ehans Jr.
Michael Cox
artist posing as
devey/internet



African Mango
Absolute
African Mango
is a SCAM!
California



the used parts
factory "Will"
Claimed they
had part, never
shipped, never
received, no
return calls.
Had to deal with my bank to have
charges removed, Jacksonville
Florida



Georgia Cox
Automotive
Austin Texas:
Paul Anthony
Cox George
Cox Automotive Austin Texas:
Paul Anthony Cox - Rip Off:
David Cox Rip Off Georgia Cox
Automotive Austin Texas Don't fix
the problem and ever charge then
make you take it Austin Texas



Oavner's
Officer
Negligence In
causing for my
child Bend
Oregon



John Bloom of
CtoC
Transport John
Bloom, CtoC
Transport
Animal abuse,
Illegal animal transports DNF,
California



cattery Xerana
from Jos
Greeneveld,
Holland cattery
Xerana from
Jos
Greeneveld, Holland Catbreeder,
not seriously, no contract, no
money back Pumerend Internet

*General Comment: Like mother like daughter

*UPDATE EX-employee responds: Michael Roberts of Rexxfield Exhibits Sings of Battering Personality \ Dr. Heidi Roberts of Finland at Risk!

*General Comment: Thank you

*Author of original report: Ben Smith Prosecutorial Misconduct Allowing Witnesses To Knowingly Lie \ Tracey Richter Had Several Million Dollars Stolen By Mile2 and Xellex \ Bounty Shared Amongst Prosecution Witnesses

*REBUTTAL Individual responds: Darren Meade is a professional reputation hitman working for Ed Magedson *UPDATE .. From the EDitor - Neither Ripoff Report, nor Ed Magedson engaged, hired or requested Darren Meade to write this story.

7 8+1 +20 Recommend this on G+ 0

REBUTTAL BOX™ | Respond to this Report!

Add Rebuttal to this Report

Arbitrare & Set Record
Straight

File New Report

Repair Your Reputation

← Is this
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reputation?

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SEO Reputation

Management at its best!

Author Darren Meade's writings (some of which are in this link list) (see email from Darren Meade) challenge the fairness and credibility of the homicide investigation, trial, murder conviction, and subsequent treatment of Iowa mother Tracy Richter at the hands of County Prosecutor Ben Smith and Michael Roberts (Rexxfield), Tracy Richter's former husband. The Previous County Prosecutor had declined to prosecute Richter, who claims to have been acting in defense of herself and her children against multiple attackers when she shot at Dustin Wheedle during a home invasion in December of 2001. Ed Magedson had been convinced by Meade that the shooting was morally and legally justified and that an innocent woman was imprisoned.

While County Prosecutor Smith's affidavit contains certain incorrect assertions and many material omissions, it also raises some shocking facts, sufficient to justify a full investigation by Ripoffreport into Meade's assertions and motivations.

Ripoff Report's investigation is an unprecedented action for the consumer website. Ripoff Report accepts reports from authors who certify the honesty of the content of their reports, and encourages rebuttals to provide readers with both sides of a disputed story. Generally, Ripoff Report allows the public, the courts or an independent arbitrator to judge the truth and does not do an investigation to supplement or challenge postings. Gathering evidence and passing judgment on the statements of outside authors departs from its standard practice.

County Prosecutor Smith's aggressive actions justify extraordinary measures. Smith not only states that Darren Meade's factual allegations are false, he asserts that they violate Iowa's criminal laws and that Ed Magedson knowingly conspired with Meade and others. Ed Magedson did no such thing.

County Prosecutor Smith has used the full power of his elected office in attempts to crush criticism of his prosecution and he has relied heavily on advice, information and guidance from Michael Roberts, a known liar and extortionist. Roberts was involved in a scheme to illegally hack the Ripoff Report website and Roberts attempted to sell

EXHIBIT

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Ripoff Report in the MediaRipoff Report on
CBS 19Ripoff Report on
CBS 19 - Global
Marketing AllianceRipoff Report on
ABC 15 - Smart
ShopperRipoff Report - Girls
Gone WildRipoff Report on
Fox 11 - Car Repair**See more videos****Special Features**

WHAT YOU NEED TO KNOW ABOUT THE BBB: NOT a government agency as listed in your local phone book. Instead the BBB is a private non-profit / franchise operation. 20/20 exposes the BBB. Hamas Terror Group Gets A Rating - BBB Is Running a "pay for play" scheme.

all
businesses
receive
complaints...

donate
help keep this site
free



Ripoff Report Legal Ads

Ripoff Report Legal
DirectoryRead how Ripoff Report
saves consumers millions

Information regarding the hack to Ripoff Report for €105,000.
<http://www.ripoffreport.com/lhc/common/files/MichaelRobertsRexfieldAttemptedExtortion>.

As a website dedicated to providing a voice to the common person through open information and free speech rights, Ripoff Report asserts its own voice on these matters of public interest and concern, and pledges full investigation of the issues.

As progress is made with our investigation, it will be posted here as an UPDATE to this statement.

Now to the original report that was posted ...

Review: Dateline NBC's Twisted Is a Case Study In Prosecutorial Misconduct
**News Analysis and Opinion**

Dateline NBC's episode Twisted is a totally exhaustive, fully encompassing story about dangerous people. Once you digest this, more articles will follow. The Genesis will be the Tracey Richter case but we will cover the several million dollars in business revenues shared between the key prosecution witnesses, how the Sac County Prosecutor Ben Smith played into that, and the mastermind they hid away, ingeniously making him impossible to subpoena.



Tracey Richter and her fianc Russell Schertz

I've been looking into ancillary matters related to this story for nearly a year now, and I can say without question there is far more to this than what appeared on Dateline NBC.

Why would the Iowa Division of Criminal Investigation and Sac County Prosecutor go to such lengths to prosecute an innocent woman? In future articles we will detail how they are protecting a person who can tamper with a jury verdict in ANY trial, but that is for another time.

In this lucid discussion of the significant revelations of systemic wrongdoing in Sac County and Iowa Division of Criminal Investigation, well uncover how the culture of Iowa is different from that of other states, and that denying the truth is woven into its ethos. Moreover, it perverts justice for purposes that are unique to a cast of characters, and have nothing to do with protecting the public. Perhaps this is why Iowa has had an 80% rise in prosecutorial misconduct appeals in the last decade. Watching the travesty of justice of the Tracey Richter trial crack wide open over the last few weeks has left me puzzled.

We can say things like, Ultimate responsibility goes to the man at the top, meaning Ben Smith, Sac County Attorney and Prosecutor. And that sounds right, but it still doesn't explain how any of it happened. The key people are criminals, liars, or willfully blind. We could say that, but then we would have to explain how so many of them ended up in Iowa. Puzzles like these have led many people to the conclusion that there's a culture inside the prosecutors office that is responsible in some way, and I agree with that. This is not just about one individual, but about the culture of an organization. Prosecutors and investigators do not routinely break the law, tamper with juries, intimidate and mislead witnesses, and generally conduct themselves like thugs

From: Darren Mitchell <darrenmitchell@gmail.com>
Sent time: 07/14/2014 11:41:13 PM
To: Ripoff Report <editor@ripoffreport.com>; adam@ripoffreport.com; westerned@aol.com

)
Ed,

if I may call you to remembrance.

You made a demand that before settlement funds would be disbursed, that I had to sign the settlement agreement in advance of funds being disbursed.

I signed the settlement agreement and faxed it to 623.201.7500

This was done from the UPS store / Fax number 714.960.8600

The settlement called for \$12,000 in immediate funds, however an additional Green Dot was provided and then my airfare and hotel to attend a ministry conference were deducted from the \$12,000.

The Settlement Agreement amongst other items under 6.4 stated: "...and \$3,000 on July 8th, 2014, and \$3,000 on August 8 2014 if Meade is alive. Payments will be made by check and sent to Meade's address by overnight delivery.

The July 8th, 2014 payment is now past due. Unless, you sent the payment via Fed Ex and it has been lost or misplaced.

Please know I plan to also take the opportunity afforded in the settlement for a rental car, and also down payment on a car.

)
I am listing out the above as I know you stated you sent me an email (which I have not received) asking what is owed for July and how the funds should be paid. This is all detailed in the settlement agreement.

The patently false search warrant co-authored by Michael Roberts & Ben Smith has accomplished its tactical objective / **COMMUNICATIONS:** By attacking the enemy's communication network you sow confusion among his ranks as commanders try to get intelligence reports, orders and coordinate movements or attacks.

The patently false search warrant was designed to evidence from being published online.

I called Anna, to check on the hearing today (from all accounts Tracey won) ... However, Anna, has been advised to no longer speak with myself, and she asked I pass the message along to you.

Smith, has had all the evidence removed from SCRIBD and other sites VIMEO, YOUTUBE (Tracey's account) the loan place is Ripoff Report.

From our discussions, it seems like we will not be having our normal calls as friends. It looks like everyone is scattering. That being said, I will provide you more than enough examples of Ben Smith lying not only in the search warrant but also in front of Judge Nancy Whittenburg.

If you can honor the settlement that would be helpful.

And if not, can you let me know that as well?

I've spoken to a friend whose a defense attorney and given Smith's stance am considering reta
my protection, and he is a former cop so I want to his thoughts on the search warrant as he told
are 2-3 pages. He has acquitted people on murder charges over prosecutorial misconduct. I've

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EXHIBIT

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E-FILED 2014 OCT 01 10:33 AM SAC - CLERK OF DISTRICT COURT
24 years, he is someone I can trust.

Rib bit

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)

From: Adam <adam@ripoffreport.com>
Sent time: 07/15/2014 10:47:38 AM
To: Darren Mitchell <darrenmitchellm@gmail.com>; Ripoff Report <editor@ripoffreport.com>; westerned@aol.com

)

From: Darren Mitchell [mailto:darrenmitchellm@gmail.com]
Sent: Tuesday, July 15, 2014 2:05 AM
To: Ripoff Report; adam@ripoffreport.com; westerned@aol.com
Subject: False Reports ROR attributed as 'writings of Darren Meade'

Gentlemen: on Ripoff Report I saw the following: 'Author Darren Meade's writings challenge the fairness and credibility of the homicide investigation, trial, murder conviction...'

The hyperlink of my name then goes to http://www.ripoffreport.com/reports/specific_search/rexxfield

That appears to be the directory listing all the report filed on Rexxfield.

I trust you realize this links seems to convey that all the reports filed on Rexxfield or Michael Roberts were authored by me and therefore I, Darren Meade, am the author. If you are alleging I have written false and defamatory information, these allegations are denied. Furthermore, I do not condone the publication of attacking ANY person, online even those that support Michael Roberts, or his disgusting fear based cyber bullying campaign he termed Google-cide. My reporting is legitimate and factual free speech, written under my name, from Laguna Beach, California, I do not need to embellish with lies as Smith / Roberts have alleged.

Please correct the link Author Darren Meade's writings to include only the reports I authored and not the entire directory of complaints on Rexxfield.

Here are some of the reports attributed to me which were never written or published by me:

Report: #828918

Report: #829833

Report: #846880

Report: #826774

Report: #973523

Report: #826757

Report: #829963

Report: #828669

Report: #776879

I did not check every report within the Rexxfield directory which you have attributed to my writings.

Please correct the HYPERLINK and error which claims all the reports have been authored and are the writing of Darren Meade, there are many complaints listed which were not authored, contributed or posted by me. I'm disheartened that you would make such a mistake.

)
Please correct it ASAP.

EXHIBIT

154

Cordially,

Darren M Meade

From: Adam <adam@ripoffreport.com>
Sent time: 07/15/2014 10:49:02 AM
To: Darren Mitchell <darrenmitchell@gmail.com>; Ripoff Report <editor@ripoffreport.com>; westerned@aol.com

We will make some changes to clarify the situation based on what you write below.

In fact, we will publish exactly what you have written below.

Thanks

Adam

From: Darren Mitchell [mailto:darrenmitchell@gmail.com]
Sent: Tuesday, July 15, 2014 2:05 AM
To: Ripoff Report; adam@ripoffreport.com; westerned@aol.com
Subject: False Reports ROR attributed as 'writings of Darren Meade'

Gentlemen: on Ripoff Report I saw the following: 'Author Darren Meade's writings challenge the fairness and credibility of the homicide investigation, trial, murder conviction...'

The hyperlink of my name then goes to http://www.ripoffreport.com/reports/specific_search/rexxfield

That appears to be the directory listing all the report filed on Rexxfield.

I trust you realize this links seems to convey that all the reports filed on Rexxfield or Michael Roberts were authored by me and therefore I, Darren Meade, am the author. If you are alleging I have written false and defamatory information, these allegations are denied. Furthermore, I do not condone the publication of attacking ANY person, online even those that support Michael Roberts, or his disgusting fear based cyber bullying campaign he termed Google-cide. My reporting is legitimate and factual free speech, written under my name, from Laguna Beach, California, I do not need to embellish with lies as Smith / Roberts have alleged.

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EXHIBIT

155

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Please correct the HYPERLINK and error which claims all the reports have been authored and are the writing of Darren Meade, there are many complaints listed which were not authored, contributed or posted by me. I'm disheartened that you would make such a mistake.

Please correct it ASAP.

Cordially,

Darren M Meade

From: Adam <adam@ripoffreport.com>
Sent time: 07/15/2014 12:30:24 PM
To: Ripoff Report <EDitor@ripoffreport.com>; Darren Mitchell <darennmitchell@gmail.com>; westerned@aol.com

Ed, send it by check to his address – I believe that is what the agreement spells out.

From: Ripoff Report [mailto:EDitor@ripoffreport.com]
Sent: Tuesday, July 15, 2014 10:28 AM
To: 'Darren Mitchell'; adam@ripoffreport.com; westerned@aol.com
Subject: RE: Payment per June 24, 2014 Settlement Agreement / 3rd Request for Payment

Darren – just tell me where to send it!

From: Darren Mitchell [mailto:darennmitchell@gmail.com]
Sent: Monday, July 14, 2014 9:41 PM
To: Ripoff Report; adam@ripoffreport.com; westerned@aol.com
Subject: Payment per June 24, 2014 Settlement Agreement / 3rd Request for Payment

Ed,

if I may call you to remembrance.

You made a demand that before settlement funds would be disbursed, that I had to sign the settlement agreement in advance of funds being disbursed.

I signed the settlement agreement and faxed it to 623.201.7500

This was done from the UPS store / Fax number 714.960.8600

The settlement called for \$12,000 in immediate funds, however an additional Green Dot was provided and then my airfare and hotel to attend a ministry conference were deducted from the \$12,000.

The Settlement Agreement amongst other items under 6.4 stated: "...and \$3,000 on July 8th, 2014, and \$3,000 on August 8 2014 if Meade is alive. Payments will be made by check and sent to Meade's address by overnight delivery.

The July 8th, 2014 payment is now past due. Unless, you sent the payment via Fed Ex and it has been lost or misplaced.

Please know I plan to also take the opportunity afforded in the settlement for a rental car, and also down payment on a car.

I am listing out the above as I know you stated you sent me an email (which I have not received) asking what is owed for July and how the funds should be paid. This is all detailed in the settlement agreement.

The patently false search warrant co-authored by Michael Roberts & Ben Smith has accomplished its tactical objective / **COMMUNICATIONS:** By attacking the enemy's communication network you sow confusion among his ranks as commanders try to get intelligence reports, orders and coordinate movements or attacks.

The patently false search warrant was designed to evidence from being published online.

I called Anna, to check on the hearing today (from all accounts Tracey won) ... However, Anna, has been a speak with myself, and she asked I pass the message along to you.

EXHIBIT

156

Smith, has had all the evidence removed from SCRIBD and other sites VIMEO, YOUTUBE (Tracey's account) the loan place is Ripoff Report.

From our discussions, it seems like we will not be having our normal calls as friends. It looks like everyone is scattering. That being said, I will provide you more than enough examples of Ben Smith lying not only in the search warrant but also in front of Judge Nancy Whittenburg.

If you can honor the settlement that would be helpful.

And if not, can you let me know that as well?

I've spoken to a friend whose a defense attorney and given Smith's stance am considering retaining him both for my protection, and he is a former cop so I want to his thoughts on the search warrant as he told me most warrants are 2-3 pages. He has acquitted people on murder charges over prosecutorial misconduct. I've known him for over 24 years, he is someone I can trust.

Rib bit

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Massachusetts

SMALL JUSTICE LLC et al

Plaintiff

v.

XCENTRIC VENTURES LLC

Defendant

Civil Action No. 1:13-CV-11701-DJC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

DARREN MEADE, 22318 THIRD AVENUE, LAGUNA BEACH CALIFORNIA 92561

To:

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

SEE SCHEDULE A

Place: SEYFARTH SHAW, 2029 CENTURY PARK EAST, LOS ANGELES CALIFORNIA 90067

Date and Time:

AUGUST 14, 2014 9:30AM

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

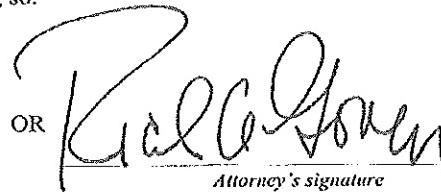
Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/05/2014

CLERK OF COURT

Signature of Clerk or Deputy Clerk

OR 
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) SMALL JUSTICE LL
, who issues or requests this subpoena, are:

RICHARD GOREN, 101 FEDERAL STREET, SUITE 1900, BOSTON MA 02110, rgoren@richardgorenlaw.com,
617-261-8585

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

EXHIBIT

RETURN OF SERVICE

State of Massachusetts

County of

District Court

Case Number: 1:13-CV-11701-DJC

Plaintiff:
Small Justice, LLC, et al.

vs.

Defendant:
Xcentric Ventures, LLC

Received by De Novo Attorney Services, Inc. on the 5th day of August, 2014 at 12:20 pm to be served on Darren Meade, 22318 Third Avenue, Laguna Beach, CA 92661

I, Frank Zarkos, do hereby affirm that on the 8th day of August, 2014 at 1:30 pm, I:

Individually served Darren Meade, the person listed as the intended recipient of the legal documents with the Subpoena To Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action, at 711 Pacific Coast Highway, #308, Huntington Beach, CA 92648.

Description of Person Served: Age: 40, Sex: M, Race/Skin Color: White, Height: 5'6", Weight: 150, Hair: Brown, Glasses: N

I HEREBY CERTIFY that I am a competent person, eighteen years of age or older, and not a party to the above legal action. I SOLEMNLY AFFIRM under the penalties of perjury that through personal knowledge, the contents of the foregoing are true.



Frank Zarkos
Independent Process Server

De Novo Attorney Services, Inc.
400 E. Joppa Road
2nd Floor
Baltimore, MD 21286
(443) 895-4999
Our Job Serial Number: NOV-2014005010
Ref: 113cv11701djc

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 1:13-CV-11701-DJC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any) _____
on (date) _____ .

I served the subpoena by delivering a copy to the named person as follows:

on (date) _____ ; or

I returned the subpoena unexecuted because:

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(c) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SMALL JUSTICE LLC,)	
RICHARD A. GOREN,)	
and,)	
CHRISTIAN DUPONT dba)	
ARABIANIGHTS-BOSTON)	
MASSACHUSETTS)	
)	
Plaintiffs,)) CIVIL ACTION NO. 1:13-cv-11701-DJC
v.)	
)	
XCENTRIC VENTURES LLC,)	
Defendant.)	
)	

SCHEDULE A TO SUBPOENA DUCES TECUM

DEFINITIONS and INSTRUCTIONS

1. LOCAL RULE 26.5 UNIFORM DEFINITIONS IN DISCOVERY REQUESTS IS
HEREBY INCORPORATED

(a) Incorporation by Reference and Limitations. The full text of the definitions set forth in paragraph (c) is deemed incorporated by reference into all discovery requests, but shall not preclude

- (1) the definition of other terms specific to the particular litigation;
- (2) the use of abbreviations; or
- (3) a narrower definition of a term defined in paragraph (c).

(b) Effect on Scope of Discovery. This rule is not intended to broaden or narrow the scope of discovery permitted by the Federal Rules of Civil Procedure.

(c) Definitions. The following definitions apply to all discovery requests:

(1) Communication. The term "communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

(2) Document. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a) and includes without limitation electronically stored information and tangible things, such as for example and not limitation, your laptop, tablet. A draft or non-identical copy is a separate document within the meaning of this term.

(3) Identify (With Respect to Persons). When referring to a person, "to identify" means to give, to the extent known, the person's full name, present or last known address, and, when referring to a natural person, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

(4) Identify (With Respect to Documents). When referring to documents, "to identify" means to give, to the extent known, the

- (a) type of document;
- (b) general subject matter;
- (c) date of the document; and
- (d) author(s), addressee(s), and recipient(s).

(5) Parties. The terms "plaintiff" and "defendant" as well as a party's full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the

) litigation.

(6) Person. The term "person" is defined as any natural person or any business, legal, or governmental entity or association.

(7) Concerning. The term "concerning" means referring to, describing, evidencing, or constituting.

(8) State the Basis. When an interrogatory calls upon a party to "state the basis" of or for a particular claim, assertion, allegation, or contention, the party shall

(a) identify each and every document (and, where pertinent, the section, article, or subparagraph thereof), which forms any part of the source of the party's information regarding the alleged facts or legal conclusions referred to by the interrogatory;

(b) identify each and every communication which forms any part of the source of the party's information regarding the alleged facts or legal conclusions referred to by the interrogatory;

(c) state separately the acts or omissions to act on the part of any person (identifying the acts or omissions to act by stating their nature, time, and place and identifying the persons involved) which form any part of the party's information regarding the alleged facts or legal conclusions referred to in the interrogatory; and

(d) state separately any other fact which forms the basis of the party's information regarding the alleged facts or conclusions referred to in the interrogatory.

2. "Xcentric" shall mean XCENTRIC VENTURES LLC, Edward Magedson, and any one or more of Xcentric's or Magedson's officers (including without limitation

Adam S. Kunz), directors, employees, attorneys (including without limitation, David Gingras, Esq., Maria Speth, Esq., Adam S. Kunz, Esq.) and agents.

3. You shall mean Darren Mitchell Meade and all pseudonyms and/or persons or entities affiliated or controlled, directly or indirectly by you.

4. "CAP" shall mean the Ripoff Report Corporate Advocacy Program, and/or Verified Program.

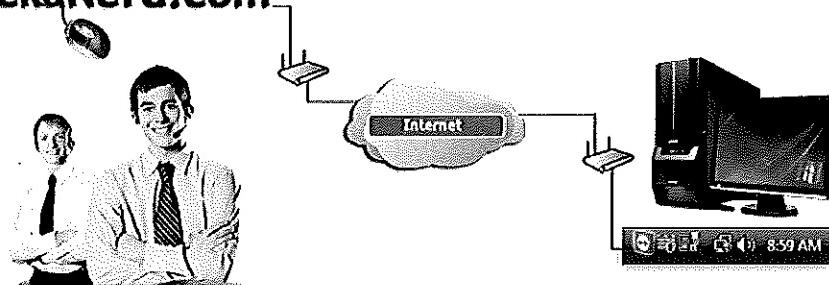
DOCUMENTS, ELECTRONICALLY STORED INFORMATION AND TANGIBLE THINGS.

1. Your laptop computer or tablet computer(s) used by you for all or any part of the period January 1, 2011 to date.
2. The daily journal or diary that you maintained for all or any part of the period January 1, 2011 to date.
3. All emails to or from Xcentric (as hereinabove defined), from January 1, 2011 to date.
4. Documents and electronically stored information concerning or relating to the relationship of any kind or nature between you and Xcentric for any and all periods of time but in particular for all or any part of the period January 1, 2011 to date.
5. Documents and electronically stored information identifying payments of money or other consideration to you for any reason whatsoever by Xcentric for all or any part of the period January 1, 2011 to date.
6. Documents and electronically stored information concerning, reflecting or relating to communications, including by way of example and not limitation by email, telephone, recorded conversations, letter, meetings, between you and Xcentric for the period January 1, 2011 to date.
7. Documents and electronically stored information identifying all email accounts,

passwords, security questions, user names, used by you and/or any person to make posts on the Ripoff Report website for the period January 1, 2011 to date.

8. Documents and electronically stored information identifying persons who in the period from January 1, 2011 to date participated in the creation, reviewing, editing and/or posting of content (a posting) on the Ripoff Report website, including without limitation Glenn Puit, Siamack Yaghobi and you.
 9. Documents and electronically stored information concerning or relating to efforts by you, Xcentric, or anyone else, if any, to secure, locate or hire copyrighters, investigators or other persons to create, review, edit and/or post content or reports on the Ripoff Report website in the period from January 1, 2011 to date.
 10. Documents and electronically stored information concerning or relating to removal, redaction, or editing of any report posted on the Ripoff Report website at any time in the period from June 8, 2010 to date.
 11. Documents and electronically stored information concerning or relating to the consideration or payment of money for the removal, redaction, or editing of any report posted on the Ripoff Report website at any time in the period from June 8, 2010 to date.

ClickaNerd.com



8/15/2014 1:17:PM

RE: Domain www.RipoffReport.com

TO: Ben Smith - Sac County DA

At or around 12:10 PM CST, the domain called www.RipoffReport.com went off line and was unreachable under port 80.

This means that an ordinary computer browser could not access the domain via the internet.

Upon checking the domain www.RipoffReport.com through a routine google search at or around 12:58 PM CST from IP ADDRESS: 24.243.184.146 - I noticed (10) site links under the primary domain in the search results, Please see below:

Ripoff Report | Scams, reviews, complaints, lawsuits and ...
www.ripoffreport.com/ Want justice!? Report any scam, fraud, complaint or review on any type of company, individual, service or product here.
The Ripoff Report allows you a central ...
You've visited this page many times. Last visit: 8/15/14

EXHIBIT

159

Search

View most recent reports. Reputation Management the new Search ALL The Latest Ripoff digital extortion Are you ... Reports ...

Latest Reports

The Ripoff Report allows you Ripoff Report | Complaints a central place ...

NOTICE: July 13, 2014

*NOTICE: July 13, 2014:
Ripoff Report Launches
Full ...

Browse Categories

Consumer Tips; No categories. Corrupt Companies; No ...

Login

Login. I am new to Ripoff Report. First time filing a report or ...

More results from ripoffreport.com »

Digital extortion

Reputation Management the new digital extortion Are you ...

Ripoff Report | Complaints ...

Ripoff Report | Complaints Reviews Scams Lawsuits ...

Better Business Bureau BBB

Better Business Bureau or Buyer Better Beware? BBB .

Michael Roberts of Rexxfield

*UPDATE Employee: Michael Roberts of Rexxfield - Alleged ...

Privacy Policy

Privacy Policy. This privacy policy applies to the Ripoff Report web ...

This would indicate that an administrator at RipoffReport.com would have accessed their Google Webmaster Account and updated their sitemap.xml or requested that existing site links be demoted - to cause Google to re-index the site links based upon a priority requested by an admin at RipoffReport.com.

What is most interesting - is that site link Michael Roberts of Rexxfield in the illustration above - showed up in the google search results - within the past 15-20 minutes on Friday - August 15th 2014.

The site link - "**Michael Roberts of Rexxfield**" did not exist until 12:58 PM CST on Friday August 15th 2014.

NOTHING FOLLOWS:



Shawn A. Richeson
Digital Forensics Expert
Click a Nerd International
1906 Twilight Drive
Killeen, TX 76543
(254) 230-9311

Aloft Phoenix Airport
 4450 E Washington Street
 Phoenix, AZ 92780
 6022756300
<http://www.starwood.com/>



Dr Meade, Darren	Page Number	1	
22318 3rd Ave	Guest Number	182217	Arrive Date
Laguna Beach, CA	Folio ID	A	Depart Date
92651-8312	No. Of Guest	1	Agent
	Room Number	602	
	Time	08-25-2014 13:20	

Information Invoice

Date	Reference	Description	Charges	credits
08-24-2014	RT602	Room Charge	\$75.60	
08-24-2014	RT602	City Tax	\$3.78	
08-24-2014	RT602	State Tax	\$4.16	
08-24-2014	RT602	County Tax	\$1.34	
08-24-2014	DEPOSIT	Deposit Applied		\$-84.88
		** Total	\$84.88	\$-84.88
		** Balance	\$0.00	

0.00
0.00
0.00
0.00
0.00

As a Starwood Preferred Guest you have earned at least 151
 Starpoints for this visit A50844273832

Thank you for choosing Starwood Hotels We look forward to welcoming
 you back soon! Tell us about your stay. www.alofthotels.com/reviews

Tell us about your stay. www.alofthotels.com/reviews

EXHIBIT

160

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SMALL JUSTICE LLC, RICHARD A.
GOREN, and CHRISTIAN DUPONT dba
ARABIANIGHTS-BOSTON
MASSACHUSETTS,

Plaintiffs,

v.

XCENTRIC VENTURES LLC,

Defendant.

XCENTRIC VENTURES LLC,

Counterclaimant,

v.

CHRISTIAN DUPONT,

Counterdefendant.

Civil Action No. 1:13-cv-11701-DJC

**REPLY IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Defendant Xcentric Ventures, LLC (“Xcentric” or “Defendant”), through counsel, hereby submits its Reply in Support of Motion for Summary Judgment. Summary judgment should be granted on grounds that there are no genuine issues of material fact and Xcentric is entitled to judgment as a matter of law. Plaintiff has no right to the copyrights in question, Xcentric was granted irrevocable rights to post the reports, and the Plaintiffs’ claims are clear attempts to circumvent the Communications Decency Act. This Motion is supported by the following Memorandum of Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs' Response to the Motion for Summary Judgment—and the hundreds of irrelevant and inadmissible pages filed therewith—was essentially an attempt to throw a giant pot of spaghetti against the wall in hopes that something would stick. Quantity aside, Plaintiffs' claims are factually unsupported and a jury could never reasonably find in his favor. As demonstrated in the Motion for Summary Judgment, and again below, allowing Goren's case to proceed will achieve nothing beyond the unwarranted consumption of public and private resources.

Plaintiffs highlight four points at the beginning of their Opposition, each of which was individually addressed and refuted in the Motion for Summary Judgment, and will be addressed further below. Those points include: (1) whether the Terms & Conditions on the Ripoff Report website are enforceable; (2) whether Xcentric has exclusive copyrights to the posts at issue; (3) whether public policy allows enforcement of the Terms and Conditions to the material in question; and (4) whether Xcentric's practices constitute unfair or deceptive practices under Mass. G.L. c. 93A. (Opposition to Motion for Summary Judgment ("Opp. to MSJ") p. 1). Xcentric has shown, and will demonstrate further, that nothing in Plaintiffs' Opposition can demonstrate a genuine issue of material fact, and that Xcentric is entitled to judgment as a matter of law.

II. SUMMARY JUDGMENT STANDARD

In a motion for summary judgment, there is no genuine issue of material fact if the nonmovant fails to offer evidence sufficient to establish the existence of an element essential to the nonmovant's case. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S.Ct. 2548, 2552 (1986). The nonmovant cannot attempt to create a material factual issue with evidence that cannot be proven at trial. Fed. R. Civ. P. 56(c); *Geiserman v. MacDonald*, 893 F.2d 787, 792-93 (5th Cir. 1990). Mere conclusory allegations or denials in legal memoranda or oral argument are not evidence and cannot by themselves create a genuine issue of material fact when none would

otherwise exist. *Quinn v. Syracuse Model Neighborhood Corp.*, 613 F.2d 438, 445 (2d Cir.1980) (citing *SEC v. Research Automation Corp.*, 585 F.2d 31, 33 (2d Cir.1978)). Plaintiff Goren must come forward with admissible evidence to support each element of his claim, and he has not done so. “[T]he mere existence of *some* alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48, 106 S. Ct. 2505, 2510 (1986) (emphasis in original).

III. AS A MATTER OF LAW, DEFENDANT XCENTRIC VENTURES, LLC IS ENTITLED TO SUMMARY JUDGMENT IN ITS FAVOR.

A. The Terms & Conditions on the Ripoff Report website are enforceable.

Plaintiff Richard Goren attempts to paint a picture of confusion of the Ripoff Report's posting process even though the actual screen shots demonstrate otherwise. (See Opp. to MSJ, Appendix, p. 36 of 183; Affidavit of Adam Kunz in Support of Motion for Summary Judgment (“Kunz Aff.”), Exhibit 1). Goren claims the scrollbar was not labeled as a scrollbar, so nobody could possibly know what it was. (Opp. to MSJ p. 15). He argues the scrollbar did not explain how to use it, so nobody could possibly know how to scroll down. (*Id.*) He argues, therefore, that the Terms and Conditions were hidden and nobody could have known they were there or would have been on notice that they were there. (*Id.*). Goren concludes that “[t]he underlined phrase ‘Terms of Service’ at the bottom of the page view standing alone does not convey the importance, nature and relevance of the information to which they led.” (*Id.*) The Ripoff Report website has a link to the terms at the bottom of each page. But Goren conveniently leaves out considerable webpage detail to support his theory that visitors could not have possibly known Terms and Conditions applied.

The final “Submit your Report” page has a heading entitled “Terms and Conditions.” (See Opp. to MSJ, Appendix, p. 36 of 183; Kunz Aff., Exhibit 1). That title sits directly above a scrollable box and concludes with a colon, indicating that the Terms and Conditions followed. (*Id.*) Secondly, the first term within the scrollable box includes the phrase “Terms & Conditions”

in bold. (*Id.*) Goren argues that all that appears in the box under those titles is an address so nobody could have known there were Terms and Conditions below. (Opp. to MSJ p. 15). Logically, however, the opposite would be true: Where there is an indication that Terms and Conditions are below, the lack of visibility of any such terms in an incomplete scrollbox that sits below would unquestionably put someone on notice that they have to scroll down to see them. A quick glance at the clean and clear layout of the page further illuminates this fact. (See Opp. to MSJ, Appendix, p. 36 of 183; Kunz Aff., Exhibit 1)¹

Below the scrollable box is a paragraph of the salient terms. (*Id.*) So, not only is the visitor provided the full list of terms, he or she is also provided a summary version of the most important, material terms. Beyond this, the visitor must acknowledge the terms by clicking the radio button next to the summary. Again, the website is programmed so the visitor cannot post until this box is checked in acknowledgment. (Kunz Aff. ¶ 8). Then, and still before the visitor can post, the visitor must click the “Continue” button, which is at the bottom of the page, below all the Terms and Conditions. (*Id.*) And, of course, there is an “underlined phrase ‘Terms of Service’ at the bottom of the page view” that provides yet another method of viewing the terms by link. (Opp. to MSJ p. 15). But that link at the bottom of the page is far from “standing alone.”

At the end of the day, the Ripoff Report is just a website—plain and simple. Despite Goren’s attempt to frame the website as some alternative and strange world, the scrollbar is a standard scrollbar, the kind typically used in the most basic computer programs and websites. Anyone who can navigate the internet sufficient to find the website and reach this final point in the posting process could not possibly be as confused and disoriented as Goren claims to be. And anyone who speaks English well enough to reach this point is clearly notified of the terms and

¹ Xcentric previously pointed out that the incomplete address in the scrollable box further indicated that the box was scrollable. (MSJ p. XX). Goren claims that, because he was able to manipulate his screen so the entire address appears, there is a question of fact as to whether the poster had notice of the terms. Despite the fact that the Complaint demonstrated the poster saw the scrollable box with only a partial address and the fact that Goren’s new-found page view now shows the top of letters to indicate text is below, the scrollable box is so blatantly obvious that it is not material that Goren could manipulate his screen to show the entire address.

) must manifest assent to the terms before posting. It is the most basic operation by visitors of a standard website. No jury could find otherwise.

Mr. Goren attempts to buoy his claims that there was insufficient disclosure of Terms and Conditions by citing to a Federal Trade Commission pamphlet concerning online advertising and sales. (Opp. to MSJ p. 14). The pamphlet is completely inapplicable to the current matter and facts. The FTC pamphlet does not address the situation where a website user knows that he is submitting content to a website for posting on the website. The purpose of the pamphlet, rather, is described in its Overview: “to ensure that products and services are described truthfully online, and that customers understand what they are paying for.” (*Id.* Appendix, FTC Pamphlet, p. 3 of 53). The pamphlet provides examples such as the following:

- “The disclosure ‘imitation’ needs to accompany the triggering term ‘pearl,’ so that consumers are not misled about the type of pearls being sold.” (*Id.*, p. 28 of 53); and
- “This ad must disclose that the diamond weights are not exact and that a ¾ carat diamond may weigh between .72 and .78 carats.” (*Id.*, p. 29 of 53)

) The FTC Pamphlet instructs: “To make a disclosure clear and conspicuous, advertisers should . . . place the disclosure as close as possible to the triggering claim.” (*Id.*, p. 4 of 53). It continues: “Preferably, design advertisements so that ‘scrolling’ is not necessary in order to find a disclosure.” (*Id.*). “When using a hyperlink to lead to a disclosure, make the link obvious; label the hyperlink appropriately to convey the importance, nature, and relevance of the information . . .” (*Id.*) The pamphlet prohibits neither scrolling nor links to vital disclosures. In the context of ensuring consumers know that they are purchasing “imitation” pearls rather than real pearls, the emphasis Goren places on the disclosure instructions of this advertising pamphlet is a bit overstated, to say the least.

Goren then claims that “[b]ecause scrolling was necessary to view the Terms of Service provisions contracting away all of the Author’s copyright interests as well as broadly indemnifying Xcentric,” the Court should invalidate the agreement. (Opp. to MSJ p. 15). But, again, Goren’s inflammatory language is designed only to disorient so the context is blurred. A

step back reveals the practicality of the situation: No money changed hands. No credit card information required protecting. In fact, very little of value changed hands. An author wanted to post a complaint on a passive online message board. In exchange for the ability to post, he had to agree that his post became the property of the website. It is that simple. Moreover, without ever reading any of the terms, the author unequivocally knew that he was choosing to publish his words on the website. This is not a debate over ownership of a multi-platinum song that might generate billions in revenue for the owner. Yet Goren seeks to portray the message board Terms and Conditions as the surreptitious stealing of an artist's most valuable creative ideas. It is questionable whether the report would have even been created if not for online message boards, like Ripoff Report. Goren cannot survive summary judgment by creating a fictionalized and unrealistic version of reality.

Although Goren tries to portray the posting process as murky and confusing, noticeably absent from Plaintiffs' opposition is any evidence that the Plaintiff Author did not actually intend to be bound by the terms or that he did not have actual knowledge of the terms—only the academic argument about some hypothetical visitor of the site. Dupont has not submitted his own declaration or affidavit that he did not intend to be bound by the terms or had no knowledge of the terms. As a result, all that is present in the record is Goren's irrelevant affidavit and his purely academic arguments. But these are insufficient to challenge Xcentric's evidence and to invalidate the assented-to Terms and Conditions. Although Goren may be the party with the highest level of interest because he was the subject of the complaints, he was not a party to the agreement he now assails. With no evidence that the Terms and Conditions are disputed, Goren cannot support his claims that Xcentric does not have exclusive copyrights in the reports at issue.

Goren also argues that Xcentric lacks standing to challenge the involuntary transfer. (Opp. to MSJ p. 20). But this argument is nonsensical. Xcentric has not invoked federal jurisdiction, and Xcentric is not here seeking redress. *See Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561, 112 S. Ct. 2130, 2136 (1992). Xcentric is being sued for displaying the very content that the Author chose to post on Ripoff Report and Goren now claims that Xcentric lacks

) standing to defend itself from the forced transfer of the real author's rights to Goren. Even if Xcentric had filed the current lawsuit, Xcentric would still have standing to challenge the involuntary transfer because Goren's attempt to illegally take Xcentric's copyrights constitutes an imminent, concrete, and particularized invasion of Xcentric's legally protected interest; the injury is directly related to his illegal taking; and the injury could be redressed by a favorable decision. *Id.* at 560, 112 S. Ct. 2130, 2136. This argument should therefore be discarded.

) Under any possible version of the facts, the state court transfer was invalid. Section 201(e) of the Copyright Act provides that:

When an individual author's ownership of a copyright, or of any of the exclusive rights under a copyright, has not previously been transferred voluntarily by that individual author, no action by any governmental body or other official or organization purporting to seize, expropriate, transfer, or exercise rights of ownership with respect to the copyright, or any of the exclusive rights under a copyright, shall be given effect under this title, except as provided under title 11.

) 17 U.S.C. § 201(e). Goren cites a Ninth Circuit decision, where the court held that Section 201(e) did not protect a musician's work from execution of a judgment where the work was either a "work made for hire" or was previously voluntarily transferred to the record company (and later transferred back). See Opp. to MSJ p. 21-22; *Hendricks & Lewis PLLC v. Clinton*, 2014 WL 4197388 *6, __ F.3d __ (9th Cir. Aug. 26, 2014). The Ninth Circuit first reiterated that the legislative purpose of Section 201(e) was to prevent involuntary transfer as a means of censorship, exactly what Goren hopes to accomplish here. The Ninth Circuit then explained that Section 201(e), based on the plain language of the statute, "does not apply where a copyright was previously 'transferred voluntarily by that individual author.'" *Id.* At no point did the Ninth Circuit, or the district court below, address standing of any party to that action. Here, Xcentric maintains that the Plaintiff Author DuPont had no remaining rights to transfer—and, of course, Xcentric was not a party to the state court action, so the judge had no authority to transfer the copyrights. But, assuming *arguendo* that DuPont did retain copyrights to his posts, then no prior

voluntary transfer would have occurred, and Section 201(e) would apply to bar any attempt by the state court to involuntarily transfer those rights from DuPont to Goren.

B. While Xcentric has demonstrated it has exclusive copyrights of the reports at issue, the Court need not find that Xcentric has exclusive rights for Xcentric to prevail.

Unsurprisingly, Plaintiff Goren mischaracterizes Xcentric's Motion for Summary Judgment. He asserts that "Defendant's Motion for Summary Judgment rests on a requisite finding that the Author transferred to it his exclusive rights of copyright." (Opp. to MSJ p. 8). This assertion is false. Goren sets up this straw man because he believes he can survive if he portrays the posting process as murky and unclear. But even if the Court gave Goren everything he requests regarding the website's Terms and Conditions and struck all the terms not immediately visible, the short paragraph of salient terms would remain:

By posting this report/rebuttal, I attest this report is valid. I am giving Rip-off Report irrevocable rights to post it on the website. I acknowledge that once I post my report, it will not be removed, even at my request. Of course, I can always update my report to reflect new developments by clicking on UPDATE. Further, I agree that by posting this report/rebuttal that the State of Arizona has exclusive jurisdiction over any disputes between me and the operators of Ripoff Report arising out of this posting or the report to which this posting relates.

(See Opp. to MSJ p.3) (emphasis added).

Although the paragraph does not indicate the poster grants Xcentric exclusive license to copyrights in the post (which may not be meaningful to a lay person), Goren nevertheless acknowledges the effectiveness of this paragraph: "the undisputed facts clearly demonstrate that all Xcentric obtained from the Author was a nonexclusive license in the Work." (Opp. to MSJ p. 10-11; *see also* PI's Response to Xcentric's SOF ¶ 9 ("there is no visible indication, notice or warning that by checking the box the member is agreeing to anything other than the paragraph alongside the box to be checked.")). Goren asserts that Xcentric has a nonexclusive license in order to justify the state court's involuntary transfer of DuPont's copyrights to him. But, his acknowledgment of the terms also comes with clear notice that authorization to post the report on the website is irrevocable. Although Goren elsewhere challenges enforcement of the stated

) nonremoval policy in this paragraph, he does not challenge the irrevocability of Xcentric's right to post the report. (See Opp. to MSJ p. 17). And despite his challenge to the nonremoval acknowledgment on public policy grounds, he admits that the statement in the paragraph—and implicitly, the entire paragraph—is "facially valid." (*Id.*)

Thus, even if the only meeting of the minds was the immediately visible paragraph, the author clearly and unequivocally granted Xcentric irrevocable rights to display the report, and the Court should not ignore the plain language of that agreement—especially when the author has proffered no admissible evidence to dispute it, and Goren's purported rights are from a transfer in violation of Section 201(e).

C. **Public policy allows enforcement of the Terms and Conditions on the Ripoff Report website.**

In attempt to invalidate the nonremoval acknowledgment in the short paragraph, Goren argues it is contrary to public policy and exposes the true purpose of his remaining claims: an end-run around the Communications Decency Act (the "CDA"), 47 U.S.C. § 230. (Opp. to MSJ p. 16-17). Goren even argues: "There is a strong public policy against *per se* libel." (*Id.* p. 17). Despite the fact that his libel claims were previously dismissed based on CDA immunity, he audaciously tries to invalidate a provision of Xcentric's Terms and Conditions—which speaks specifically to the exercise of Xcentric's traditional editorial function—by arguing that the law and policy concerning *libel* bars enforcement of the contractual provision. Goren then conveniently turns his argument back into a claim for libel. (See *id.* p. 17-19).

But the provision Goren seeks to invalidate does not speak to libel, either explicitly or implicitly. In fact, the poster must simultaneously "attest [that] this report is valid." (See Opp. to MSJ, Appendix, p. 36 of 183; Kunz Aff., Exhibit 1). Other terms also strongly discourage and condemn libel: "You will NOT post on ROR any defamatory, inaccurate, abusive, obscene, profane, offensive, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights." (See FAC, Exhibit B; Kunz Aff., Exhibit 2).

Moreover, the “provision” Goren seeks to invalidate—“I acknowledge that once I post my report, it will not be removed, even at my request”—is not really a term that is subject to invalidation. Rather, the attestation is included in the short paragraph so the poster is notified of, and acknowledges, Xcentric’s nonremoval policy. Even if the Court were to invalidate the acknowledgment, which Goren admits is “facially valid,” Xcentric could still exercise editorial control by its adoption of a general nonremoval policy. The CDA specifically protects Xcentric’s right to do so. *See Universal Commc’n Sys., Inc. v. Lycos, Inc.*, 478 F.3d 413, 422 (1st Cir. 2007). Goren claims that “[w]hile Xcentric may be immune under the CDA for its continuing publication, its insistence on enforcement of the no-removal term tends to induce the commission of a tort.” (Opp. to MSJ p. 20). But the acknowledgment and the policy are inseparable. Xcentric does not lose its immunity by nature of providing notice of its policies. Goren’s attempted end-run around the CDA, therefore, should not be allowed to survive.

Goren then throws in an argument that the Terms and Conditions are illusory and that Xcentric gave no consideration because Xcentric is able to update its terms by posting notice on its website. (Opp. to MSJ p. 16). He cites dicta that states “a promise that binds one to do nothing at all is illusory and cannot be consideration.” (*Id.* (citing *Graphic Arts Finishers Inc. v. Boston Redev. Auth.*, 357 Mass. 40, 43 (1970))). But this argument is inapposite because Xcentric immediately performs under the contract—it allows the visitor to post a report. And the CDA then immunizes Xcentric for any subsequent exercise of a publisher’s traditional editorial function. *See Universal Commc’n Sys., Inc.*, 478 F.3d at 422.

D. Xcentric’s practices are fair and honest.

The indefinite nature of Mass. G.L. c. 93A, § 11 provides fodder for the last eight pages of Goren’s Opposition. His arguments to justify surviving summary judgment truly resemble a giant pot of spaghetti. He throws all sorts of irrelevant claims at the wall to see if anything sticks. Goren first cites the state court’s default “judgment” that Goren, himself, authored. (Opp. to MSJ p. 22). But, the findings that the posts are “completely false” were not actually determined on the merits and are essentially Goren’s view of the world—with literally nothing to do with

) Xcentric's practices being unfair or deceptive. Nor are they admissible in this case. Xcentric was not a party to that action and had no opportunity to be heard. And, while Xcentric certainly contends it has exclusive license to the copyrights of all the posts on the website, whether it holds itself out as the owner to search engines is similarly irrelevant.

Goren parades a slate of pithy quotes on the nebulous test for evaluating a c.93A claim. (Opp. to MSJ p.23). But the broad know-it-when-I-see-it "rancid flavor of unfairness" standard that Goren champions does not bring any of Xcentric's actions into the scope of c.93A. No matter how Goren characterizes Xcentric's practices, he has not put forth any admissible evidence to support his claims. Xcentric does everything above board and in the open. Xcentric simply provides options for subjects to address reports—some for free if it requires no staffing, others for a fee if it requires employee time and attention. While Goren stops just short of making a public policy argument against paying employees, he does not dispute that these are the bases for Xcentric's additional services. But even if he did, it would not matter because the only point that differentiates Xcentric from other similar service providers is that it exercises editorial control over the content.

To get around this inconvenient fact, Goren argues that the difference is Xcentric is the content provider for its own *advertisements*. (Opp. to MSJ p. 24). But there is nothing unlawful about Xcentric's advertisements. The advertisements do not actually play a role in any part of this lawsuit. Goren does not claim he is defamed by any ads. There is nothing deceptive about Xcentric's ads. Goren presents no evidence that might indicate how any particular advertisement is misleading. There is nothing unfair about Xcentric's ads. Goren's argument that the ads are unfair is based solely on his displeasure that someone criticized him and he cannot force the critic's silence—again, nothing to do with Xcentric's advertisements. Goren has not partaken of any of Xcentric's services. None of his claims actually arise out of Xcentric's services. And any interaction he may have had with Xcentric's services do not rise to the level of unfair or deceptive practices. And for that matter, Goren has only alleged a reputational injury that arose

from the author's posts. Goren has not and cannot demonstrate any injury proximately caused by any purported unfair/deceptive act.

But Goren's pot of spaghetti is not yet empty. Goren argues that Xcentric's advertisements acknowledge the website's general nonremoval policy. He claims this statement is false and misleading because "it does not disclose that one does not need to join the CAP program to have false accusations of criminal conduct redacted or removed upon providing proof of the falsity of the accusations of criminal conduct." (Opp. to MSJ p. 27-28). First, a "policy," by definition, is a general principle that provides guidance to an organization, not an infallible truth. Second, the CDA protects Xcentric's right to implement such policies as well as its method of implementation. Third, Xcentric generally redacts false statements of fact as part of its VIP Arbitration program. (Kunz Aff. ¶ 15). The CAP Program is designed to allow the subject to address the individual concerns of the consumer/poster, not to redact statements. (Kunz Aff. ¶ 16). So, essentially, Goren claims the ad is misleading because the ad doesn't direct him to alternative services. This argument, however, is a false dilemma: Though simultaneous presentation of a full menu of services might be considered good customer service, failing to provide a full menu of services does not mean deception or unfairness is occurring. Failing to disclose that Goren's particular situation would best be addressed with a free rebuttal or through the arbitration program is not misleading. Advertisements are geared toward a general audience. They inform consumers about a particular item—in limited space, among limited attention spans. They cannot reasonably be expected to address all of Goren's options. Xcentric should not be charged with anticipating and educating Goren about every possible alternative.

Plaintiffs' next "noodle" is based on the fact that a particular advertisement did not include the price of a service. (Opp. to MSJ p. 28). It is difficult to imagine how the absence of a price tag causes an advertisement to be misleading. By this logic, every magazine advertisement peddling luxury products is deceptive and unfair. And Goren provides neither argument nor evidence that might indicate the advertisement misled him to believe the price would be different.

) In the last two pages of his Opposition, Goren makes his final attempt to keep his case alive, relying on the inadmissible, unsupported, and false representations made in an unrelated matter in a small town in Iowa. (Opp. to MSJ p. 28-29). This entire section of Plaintiffs' Response should be disregarded as inadmissible under Rule 56. While it is entirely unreasonable that Xcentric should have to address this argument, it will do so briefly in case the Court is at all persuaded by this mud-slinging.

) By juxtaposing the 2011 testimony of "Darren Meade" from an unrelated case referring to a company adverse to Xcentric with a recent email that Goren received from Meade, Plaintiffs attempt to show that there is some big dark secret to be uncovered in discovery. First, Darren Meade was never actually employed by Xcentric, although Xcentric did pay him money in 2012 and 2013, though entirely unrelated to any claims in this case. (Supplemental Affidavit of Adam Kunz ¶ 4). Second, his testimony from 2011, which is inadmissible here (Xcentric was not a party to that case) was a reference to his work at a "reputation management" company before Xcentric personnel ever met Meade or knew who he was. (*Id.* ¶ 5-6). Meade's 2011 testimony is a reference to him and a man named Michael Roberts charging businesses money to hide negative information about the business from search results, which they accomplished by illegally hacking Ripoff Report by injecting malicious code on the website. (*Id.* ¶ 6).

) Plaintiffs then segue from Meade to the allegations of a prosecutor in Iowa who is friends with Michael Roberts and has accused Meade of using Ripoff Report as a forum to harass witnesses who testified in the murder trial of Michael Roberts' wife Tracy Richter several years ago (the "Richter Trial"). What actually occurred was that after Meade and Roberts' hacking enterprise collapsed, they turned on one another. (*Id.* ¶ 7). Meade used Ripoff Report to publicize his belief that it was really Roberts who was responsible for the murder and that Tracy Richter was an innocent woman who had been wrongly convicted. (*Id.*). Meade's posts not only accused Roberts of wrongdoing, but accused the prosecutor in the Richter Trial of prosecutorial misconduct. (*Id.* ¶ 8). Meade then reached out to the founder of Xcentric and convinced him that Richter was innocent and had been framed by Roberts. (*Id.* ¶ 9). He enlisted Xcentric's help in

featuring the posts about Roberts and the prosecutor on the front page of Ripoff Report, and he convinced Xcentric to fund his efforts to uncover evidence which would free this innocent mother. (*Id.*). Recently, the prosecutor in the Richter Trial leaked his affidavit in support of a search warrant of Richter's mother's computer. (*Id.* ¶ 10). The affidavit, upon which Goren now relies, includes the prosecutor's entirely unsupported, and entirely incorrect allegation that Meade and Xcentric were conspiring to harass witnesses. (*Id.*). Ironically, the Richter Trial prosecutor is attempting to do exactly what Goren is attempting to do in this case—silence his critics. Indeed, while adamantly stating to Xcentric's counsel that he has no intention of charging Xcentric's principal with any crime, he has filed a civil case in Iowa asking the Iowa court to issue an injunction ordering Ripoff Report to remove content. (*Id.* ¶ 12). All of this information is entirely irrelevant and inadmissible. It cannot create a genuine issue of material fact sufficient to survive the motion for summary judgment.

Goren then summarizes his Opposition with the concluding statement that Xcentric's "policies are nothing more than a meaningless barrier to commercial victims' restoration of their good name . . ." (Opp. to MSJ p. 29). This parting thought demonstrates that Goren's claims are nothing but a disguised defamation action, intended only to circumvent the CDA. He has presented no evidence to demonstrate otherwise. There being no genuine issues of material fact in this case, Xcentric is entitled to a judgment as a matter of law.

IV. CONCLUSION

For all the foregoing reasons, Defendant Xcentric Ventures, LLC respectfully requests that this Court grant it summary judgment as to the remaining claims against it.

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DATED this 2nd day of September, 2014.

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CERTIFICATE OF SERVICE

I, Debra Gower, hereby certify that I electronically filed the foregoing Motion for Summary Judgment by using the Court's ECF system on this September 2, 2014, thereby causing a true copy of said document to be served electronically upon Plaintiff Richard A. Goren personally and in his capacity as counsel of record for Plaintiffs.

/s/Debra Gower

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SMALL JUSTICE LLC, RICHARD A.
GOREN, and CHRISTIAN DUPONT dba
ARABIANIGHTS-BOSTON
MASSACHUSETTS,

Plaintiffs,
v.
XCENTRIC VENTURES LLC,
Defendant.

)
XCENTRIC VENTURES LLC,
Counterclaimant,
v.
CHRISTIAN DUPONT,
Counterdefendant.

Civil Action No. 1:13-cv-11701-DJC

**SUPPLEMENTAL AFFIDAVIT OF
ADAM S. KUNZ IN SUPPORT OF
DEFENDANT XCENTRIC VENTURES,
LLC'S MOTION FOR SUMMARY
JUDGMENT**

I, Adam Kunz, being duly sworn according to law, upon his oath deposes and says:

1. I am of legal age and competent to provide testimony regarding the above captioned matter. To the extent it is necessary, I reiterate this paragraph as it relates to my prior affidavit in support of motion for summary judgment.
2. My testimony herein is based solely on my personal knowledge or observations.
3. I am the chief operating officer of Xcentric Ventures, LLC.
4. Darren Meade, the individual referenced in Plaintiffs' opposition, is not and has never been an employee of Xcentric or Ripoff Report. In 2012 and 2013, Xcentric occasionally

paid Mr. Meade (as further explained below) but not for any work related to Mr. Goren and Ripoff Report's services.

5. Darren Meade's 2011 testimony, referenced by Plaintiffs, was given prior to any interaction with Xcentric. Xcentric was not a party in the case in which Mr. Meade provided this testimony.

6. The reference in Darren Meade's 2011 testimony to a "reputation management" company is in regard to a scheme wherein Mr. Meade and an individual named Michael Roberts would charge businesses to hide negative information about the business from search results. Mr. Meade and Mr. Roberts accomplished this by illegally hacking Ripoff Report and injecting malicious code on the website.

7. After this hacking enterprise collapsed, Darren Meade and Michael Roberts had a falling out, and Darren Meade used Ripoff Report to publicize his belief that Michael Roberts was responsible for a murder that Mr. Roberts' wife, Tracy Richter, was convicted of in Iowa (the "Richter Trial").

8. Darren Meade's posts on Ripoff Report not only accused Michael Roberts of wrongdoing, but also accused the prosecutor in the Richter Trial of prosecutorial misconduct.

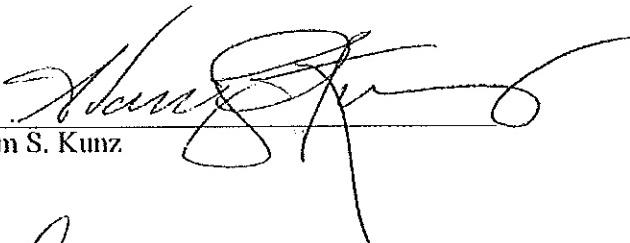
9. Darren Meade contacted the founder of Xcentric and convinced him that Tracy Richter was innocent and had been framed by Michael Roberts. Darren Meade enlisted Xcentric's help in featuring the posts about Michael Roberts and the prosecutor on the pages of the Ripoff Report. Darren Meade also convinced Xcentric to support his living while he worked to uncover evidence that would free Tracy Richter, who he claimed was wrongly convicted and removed from the lives of her children.

10. Recently, the Iowa prosecutor in the Richter Trial leaked his affidavit in support of a search warrant of Tracy Richter's mother's computer. The affidavit included the prosecutor's entirely unsupported and false allegation that Darren Meade and Xcentric were conspiring to harass witnesses.

) 11. The Iowa prosecutor has informed Xcentric that he has no intention of charging Xcentric's founder with any crime.

) 12. The Iowa prosecutor has, however, filed a civil case in Iowa asking the Iowa court to issue an injunction ordering Ripoff Report to remove content that is critical of the Richter prosecution and its witnesses.

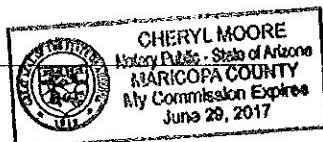
DATED this 3rd day of September, 2014.


Adam S. Kunz

) SUBSCRIBED and SWORN to before me this 3rd day of September, 2014 by Adam S. Kunz.


Cheryl Moore
Notary Public

) My commission expires:



CERTIFICATE OF SERVICE

I, Debra Gower, hereby certify that I electronically filed the foregoing Supplemental Affidavit of Adam S. Kunz in Support of Defendant Xcentric Ventures, LLC's Motion for Summary Judgment by using the Court's ECF system on this September 3, 2014, thereby causing a true copy of said document to be served electronically upon Plaintiff Richard A. Goren personally and in his capacity as counsel of record for Plaintiffs.

/s/Debra Gower

)
From: Ripoff Report <EDitor@ripoffreport.com>
Date: Sat, Aug 23, 2014 at 9:29 PM
Subject: screen-shot of HACK in attachment / RE: [FWD: Re: 2nd Article By Glenn?]
To: "Darren M. Meade" <dmeade@kairos-meade.com>, Adam <adam@ripoffreport.com>

Darren,

This attachment / article. Is this the article that Puit wrote before it was edited ? who wrote this?

So, the above attached article is up on fox? If so, can you send that link to me / and re-sent the attachment please.

)
From: Darren M. Meade [mailto:dmeade@kairos-meade.com]
Sent: Saturday, August 23, 2014 3:29 AM
To: Adam; ED Rip-off
Subject: [FWD: Re: 2nd Article By Glenn?]

)
Adam,

you will want to use this to refute Smith's assertion that Glenn Puit's article was rewritten by myself, Ed or ROR.

The email below is from Scott Connelly.

He had hired and paid Glenn Puit to write reports on Adam Zuckerman and also Michael Roberts.

Connelly emailed me and sent me a copy of the article Glenn placed on ROR.

)
EXHIBIT

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I will look for the emails, but Connelly himself spent sometime on coming up with a better headline on the article following my email to him.

A subpoena to Puit will show he was paid monthly for 5-6 months from Connelly, and Puit's emails should show direction coming from Connelly, not Ed or myself.

In fact, I have an email, in which Glenn calls me to task for telling him what I felt he should include.

Darren M. Meade

Direct: (949) 813-4983

Visit me on LinkedIn

Visit me on Facebook

From: Darren Mitchell <darrenmitchellm@gmail.com>
Sent time: 07/21/2014 09:27:44 PM
To: Ripoff Report <editor@ripoffreport.com>; adam@ripoffreport.com
Subject: Some one must have given up checks S&G Investigations
Attachments: Janice 1.PNG

<https://twitter.com/drjaniceduffy>

)
EXHIBIT

163.5

 **Janice Duffy** @drjaniceduffy · Jul 19

"@paladinpi: Why would Ed Magedson hire S & G investigations to put gps trackers on my car." Bc he has no evidence of wrong doing by you

[View conversation](#)

)
From: Peter W. Berger pbergerlaw@mediacombb.net
Subject: Brewington
Date: August 18, 2014 at 11:49 AM
To: Benjamin John Smith attorney@saccounty.org

)
Ben,

Evidently Mr. Brewington is now blogging among other things (apparently relating to my client/s) that "something big is happening on the 29th. Given what has transpired to date, I can understand why Mr. Magedson is concerned with that blog, as it is obvious Mr. Brewington has access to some information according to my client/s.

Do we still have the understanding that if there ever is a charge against Mr. Magedson that you will notify me and allow me to file a written plea of not guilty, without you actually arresting him? Whatever bond would be posted immediately. I do not believe there will be a charge, but I am covering all my bases and don't want to have any loose ends here.

Peter

)
EXHIBIT

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IN THE IOWA DISTRICT COURT IN AND FOR SAC COUNTY

STATE OF IOWA, Plaintiff, v. DARREN MITCHELL MEADE DOB: 01-03-1967, Defendant.	TRIAL INFORMATION
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COUNT 1

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of ONGOING CRIMINAL CONDUCT a class "B" felony in violation of Iowa Code 706A.2(4), committed as follows: From on or about September 11, 2012, through as recently as June 24, 2014, Defendant has committed SPECIFIED UNLAWFUL ACTIVITY as defined in section 706A.1, in that Defendant committed the below-listed predicate offenses and the other counts listed in this Trial Information, and other acts described in the Minutes of Testimony, including preparatory or completed offenses, for financial gain on a continuing basis, that are punishable as an Indictable offense under the laws of the state in which the crimes occurred and under the laws of this state. IOWA CODE § 706A.1 (2014) A person convicted of a class "B" felony shall be confined for no more than twenty-five years. IOWA CODE §§ 706A.2(4), 902.9 (2014)

A. PREVENTING OR DISSUADING PERSON FROM TESTIFYING OR REPORTING CRIME – Beginning on or around July 1, 2010, through February 2011, in the State of California, Defendant, on multiple occasions, attempted to prevent or dissuade Dr. Scott Connelly, a person who had been the victim of a crime or who was a witness to a crime, from causing a complaint, Indictment, Information, probation or parole violation to be sought and prosecuted, and assisting in the prosecution thereof, by publishing on the harassing, defamatory stories about Dr. Scott Connelly on the Internet. Also, in this same timeframe, DARREN MEADE knowingly and maliciously attempted to prevent or dissuade Dr. Scott Connelly, a witness and / or a victim from attending or giving testimony

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at any trial, proceeding, or inquiry authorized by law, by publishing harassing, defamatory stories about Dr. Scott Connelly on the Internet. Said crime is punishable as an indictable offense under the laws of California [P.C. § 136.1(b)(2), § 136.1(a)(2)] and under the laws of the State of Iowa. [IOWA CODE § 720.4 (2014)] DARREN MEADE committed this offense for financial gain.

- B. **EMBEZZLEMENT** - From July 2010 through June 2010, in State of California, Defendant fraudulently appropriated to any use or purpose not in the due and lawful execution of Defendant's trust, \$500,000 from Progenex Inc., which was under his control by virtue of that trust, or secreted the same with a fraudulent intent to appropriate it to that use or purpose. Said crime is punishable as an indictable offense under the laws of California [P.C. §§ 503, 504] and under the laws of the State of Iowa. [Iowa Code § 714.1 (2014)]. DARREN MEADE committed this offense for financial gain.
- C. **UNAUTHORIZED ACCESS TO COMPUTERS, COMPUTER SYSTEMS AND COMPUTER DATA** On or around February 15, 2011, in the State of California, Defendant knowingly accessed (without permission) altered, damaged, deleted, destroyed, or otherwise used data [contained on the servers for the website www.ripoffreport.com, which is a computer, a computer system, or computer network in order to either devise or execute his scheme to remove RipOff Report complaints about himself, as well as others for money, or artifice to defraud, deceive, deceive or extort, or wrongfully control or obtain money, property, or data. Said crime is punishable as an indictable offense under the laws of California [P.C. 502.1(c)(1)] and under the laws of the State of Iowa [IOWA CODE § 716A.4 (2014)]. DARREN MEADE committed this offense for financial gain.
- D. **EXTORTION** – On or around May 2, 2014, in the State of California, Defendant, in effort to obtain money, threatened to unlawfully injure Xcentric Ventures LLC (dba www.ripoffreport.com) and threatened to disclose information about Xcentric Ventures, which he obtained while working for Xcentric Ventures, that would place "their entire company and protections under the [Communications and Decency Act] at risk." Said crime is punishable as an indictable offense under the laws of California [P.C. §§ 518, 519] and under the laws of the State of Iowa [IOWA CODE § 711.4 (2014)] DARREN MEADE committed this offense for financial gain.

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- E. **EXTORTION** – On or around September 12, 2013, in the State of California, DARREN MEADE threatened to unlawfully expose Daniel Danino to hatred contempt, and ridicule, when he threatened to keep his RipOff Report complaints about Daniel Danino and Daniel Danino's business, OC PC Computers, on RipOff Report's website unless Daniel Danino gave DARREN MEADE's computer, which Daniel Danino had performed work on, back to DARREN MEADE. Said crime is punishable as an Indictable offense under the laws of California [P.C. §§ 518, 519] and under the laws of the State of Iowa [IOWA CODE § 711.4 (2014)] DARREN MEADE committed this offense for financial gain.
- ()
- F. **ACCESSORY AFTER THE FACT**– Beginning on or around July 1, 2010, through around February 25, 2011, in the State of California, after felonies had been committed by a number of individuals employed, or purporting to be employed, by Progenex Inc., DARREN MEADE harbored, concealed, or aided said individuals, all principals to one felony or another, with the intent that said individuals avoid or escape from arrest, trial, conviction or punishment, having knowledge that said individuals had committed such felonies or had been charged with such felonies, or convicted thereof. Said crime is punishable as an Indictable offense under the laws of California [CAL. P.C. § 32] and under the laws of the State of Iowa [IOWA CODE § 703.3] DARREN MEADE committed this offense for financial gain.
- G. **ACCEPTING A BRIBE** – On or around August 15, 2014, DARREN MEADE, who was or was about to be a witness in *Small Justice LLC, v. Xcentric Ventures*, received, or offered to receive, a bribe, upon any understanding that DARREN MEADE's testimony would be influenced thereby, or that DARREN MEADE would absent himself from the trial or proceeding upon which his testimony is required. Said crime is punishable as an indictable offense under the laws of California [CAL. P.C. § 138] and under the laws of the State of Iowa [IOWA CODE § 722.2] DARREN MEADE committed this offense for financial gain.

COUNT 2

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of WITNESS TAMPERING, an aggravated

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misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around September 11, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Raymond Friedman, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Raymond Friedman, without any legitimate reason, and in retaliation for witness Raymond Friedman's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Raymond Friedman. Said "complaints" accuse witness Raymond Friedman of committing perjury, fraud, and other criminal acts, and associate him with child molestation, child pornography, and pipe bombs. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Raymond Friedman, his wife, Marie Friedman, and his business. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 3

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of **WITNESS TAMPERING**, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around September 11, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Marie Friedman, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Marie Friedman, without any legitimate reason, and in retaliation for witness Marie Friedman's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Marie Friedman. Said "complaints" accuse witness Marie Friedman of committing perjury and other criminal acts, and associate her with child molestation, child pornography, and pipe bombs. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign,

() Google-type searches of and for Marie Friedman or her husband, Raymond Friedman. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 4

() COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of WITNESS TAMPERING, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around September 11, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Mona Wehde, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Mona Wehde, without any legitimate reason, and in retaliation for witness Mona Wehde's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Mona Wehde. Said "complaints" accuse witness Mona Wehde of committing perjury and other criminal acts. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Mona Wehde and her business. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 5

() COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of WITNESS TAMPERING, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around September 11, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Michael Roberts, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Michael Roberts, without any legitimate

reason, and in retaliation for witness Michael Roberts's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Michael Roberts. Said "complaints" accuse witness Michael Roberts of committing perjury, fraud, child molestation, and other criminal acts. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Michael Roberts, his wife, his children, and his business. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an Indictable offense. Defendant committed this act for financial gain.

COUNT 6

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of **WITNESS TAMPERING**, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning December 27, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Dr. Scott Connelly. Specifically, with the intent to intimidate, annoy, or alarm Dr. Scott Connelly, without any legitimate reason, and in retaliation for Dr. Scott Connelly's lawful participation in a criminal investigation and expected testimony in a criminal case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Dr. Scott Connelly. Said "complaints" accuse witness Dr. Scott Connelly of fraud. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Dr. Scott Connelly. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an Indictable offense. Defendant committed this act for financial gain.

COUNT 7

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa,

and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of WITNESS TAMPERING, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around December 27, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Sac County Sheriff, Ken McClure, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Sheriff, Ken McClure, without any legitimate reason, and in retaliation for witness Sheriff, Ken McClure's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Sheriff, Ken McClure. Said "complaints" accuse witness Sheriff, Ken McClure of corruption. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Sheriff, Ken McClure. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 8

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of WITNESS TAMPERING, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around December 27, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Iowa DCI Special Agent (SA) Trent Vileta, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness SA Trent Vileta, without any legitimate reason, and in retaliation for witness SA Trent Vileta's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning SA Trent Vileta. Said "complaints" accuse witness SA Trent Vileta of corruption. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints

appear in benign, Google-type searches of and for SA Trent Vileta. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 9

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of **WITNESS TAMPERING**, an aggravated misdemeanor, in violation of Iowa Code sections 720.4, 708.7, and 703.1, committed as follows: Beginning on or around December 27, 2012, through July 2014, Defendant, with the intent to produce detrimental effects within Iowa, harassed Dr. John Pitman, a State's witness in *State v. Richter*, Sac County District Court, Case No. FECR011900. Specifically, with the intent to intimidate, annoy, or alarm witness Dr. John Pitman, without any legitimate reason, and in retaliation for witness Dr. John Pitman's testimony and lawful participation in the above case, DARREN MEADE published numerous defamatory, harassing online "complaints" on www.ripoffreport.com concerning Dr. John Pitman. Said "complaints" accuse witness Dr. John Pitman of murder, having sexually transmitted diseases, doing "shabby" surgery work on his patients, and engaging in other conduct that would expose him to hatred, contempt, and / or ridicule. One of these "complaints" has appeared on each of RipOff Report's 1.8 million webpages almost every day for the last two years. DARREN MEADE specially engineered and optimized these "complaints" to enhance their online visibility and presence, such that the complaints appear in benign, Google-type searches of and for Dr. John Pitman, his family, and his business. Defendant's acts produced detrimental effects within Iowa. Witness Tampering is an indictable offense. Defendant committed this act for financial gain.

COUNT 10

COMES NOW Benjamin John Smith, as Prosecuting Attorney of Sac County, Iowa, and in the name and by the authority of the State of Iowa, accuses Defendant, DARREN MITCHELL MEADE ("Defendant") of the crime of **OBSTRUCTING PROSECUTION**, an aggravated misdemeanor in violation of Iowa Code section 719.3, committed as follows: beginning on or around April 13, 2012, through May 17, 2012, Defendant knowingly made available false evidence or furnishes false information to law enforcement in Sac County,

E-FILED 2014 SEP 02 11:35 AM SAC - CLERK OF DISTRICT COURT

Iowa, with the intent that the information be used in *State v. Richter*, Sac County District Court, Case No. FECR011900, IOWA CODE § 719.3 (2014) Obstructing Prosecution is an indictable offense. Iowa Const. Art. 1 § 11; IOWA CODE § 903.1(2) (2013); IOWA R. CRIM. P. 2.4(2) (2014) Defendant committed this crime for financial gain.

WITNESS LIST

KARIN E. GLAAB, Court Reporter

TERRIE C. BARKER, Court Reporter

TINA CHURCH, Private Investigator

DR. SCOTT CONNELLY, Witness

JUSTIN CROSSMAN, Employee, Xcentric Ventures

PAUL PORTELLI, Witness

MICHAEL ROBERTS, Witness

ADAM KUNZ, Employee, Xcentric Ventures

IOWA DEPARTMENT OF CORRECTIONS, Custodian of Records

ERNEST LUKE ADAMS, Progenex Employee

RYAN STEVEN PAGE, Progenex Employee

STEVE SHAMION, Progenex Employee

AARON THOMAS, Progenex Employee

JP MORGAN CHASE, Custodian of Records

WELLS FARGO BANK, Custodian of Records

BANK OF AMERICA, Custodian of Records

DR. JOHN PITMAN, Witness

RAYMOND FRIEDMAN, Witness

MONA WEHDE, Witness

KEN MCCLURE, SHERIFF, Sac County, Iowa

TERRY KLOOSTER, (former) Special Agent In Charge, Division of Criminal Investigation

CRAIG MACKAMAN, Special Agent, Division of Criminal Investigation

CLERK OF COURT, Sac County, Iowa

AMERICA ONLINE (AOL), Custodian of Records

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GOOGLE, Custodian of Records
PRAIRIE INET, Custodian of Records
SHAWN RICHARDSON, Computer Technician
COX COMMUNICATIONS, Custodian of Records
METRO PCS, Custodian of Records
SPRINT, Custodian of Records
VERIZON WIRELESS, Custodian of Records
JULIA BOWMAN, Detective, Laguna Beach Police Department
WILLIAM BONDURANT, Special Agent, Federal Bureau of Investigation
DANIEL DANINO, Computer Technician / Witness
FACEBOOK, Custodian of Records
SIAMACK YAGHOBI, Occupation Unknown

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State of Iowa Courts

Type: Approval of Trial Information

Case Number Case Title
FECR012634 STATE VS DARREN MITCHELL MEADE

On this date, I have reviewed the attached Trial Information and the accompanying Minutes of Testimony and find that they contain evidence which, if unexplained, is sufficient to warrant a conviction by a trial jury. Being satisfied from the showing made that the case should be prosecuted, I approve the Trial Information.

Release conditions are set by separate Order of the Court.

So Ordered

A handwritten signature in black ink.

Kurt J. Stoebe, District Court Judge,
Second Judicial District of Iowa

IN THE IOWA DISTRICT COURT IN AND FOR SAC COUNTY

STATE OF IOWA,
Plaintiff,

v.

DARREN MITCHELL MEADE,
Defendant.

ORDER SETTING ARRAIGNMENT
AND BOND

The TRIAL INFORMATION and the MINUTES OF EVIDENCE in this matter have been examined and found to contain sufficient evidence, if unexplained, to warrant a conviction in a trial by jury, therefore, this matter shall be set for Arraignment.

IT IS ORDERED, the Defendant shall personally appear for Arraignment at the Sac County Courthouse, District Courtroom, Sac City, Iowa on the 22nd day of September 2014 at 9:00 a.m..

The Defendant is advised that failure to appear will result in the issuance of an arrest warrant.

IT IS FURTHER ORDERED, the Defendant's bond and conditions for release from custody in this matter shall be:

- Defendant is released on personal recognizance.
- Bond is set in the amount of \$_____.
 - Bond may be unsecured.
 - Bond must be cash or secured in the amount of the Bond.
 - 10% cash may be posted.
- Bond previously set shall continue.
- Clerk of Court shall issue a summons for Defendant to Appear.
- Clerk of Court shall issue an nationwide arrest warrant.
- Other Conditions of Release:
 - Defendant shall obey all Federal, State, and Local laws.
 - The Defendant shall have no contact with the victim or any witness set forth in the minutes of evidence in this matter.
 - The Defendant shall be on pre-trial supervision to the Second Judicial District Department of Correctional Services.
 - Other: _____

[] Defendant is Ordered to Immediately obtain a Substance Abuse Evaluation and provide it to the Court. Failure to do so may result in the revocation of Defendant's Pre Trial Release.



State of Iowa Courts

Type: ORDER FOR ARRAIGNMENT

Case Number: FECR012634 Case Title: STATE VS DARREN MITCHELL MEADE

So Ordered

A handwritten signature in black ink, appearing to read "Kurt J. Stoebe".

Kurt J. Stoebe, District Court Judge,
Second Judicial District of Iowa

From: Peter W. Berger pbergerlaw@mediacombb.net
Subject: Berger follow-up and Mead meeting.
Date: September 4, 2014 at 9:39 AM
To: Benjamin John Smith attorney@saccounty.org
Cc: Scott.Brown@iowa.gov

Ben,

I am writing to follow-up on the email below, and to provide information about your apparent great concern over the Meade "meeting". Both parties were well within their rights to do that, and your concern is misplaced especially because you have no idea what it was about.

First, as to the email below, there was a post by Brewington approximately two weeks ago or so, stating that "it" will all come out in the indictments on the 29th. That was the Friday before Labor Day wkd. He knew one or more charges (not indictment) was going to be filed, which it may well have been on the 29th, with the Clerk of Court accepting it on September 2, before noon, the first business day after the long holiday weekend.

Then, A. Roberts, within an hour or so, after the EDMS time-stamp on the Trial Information, published on Twitter a "screen shot" of it, which was not public record. When I called the Clerk, she was very discrete and would not tell me anything, other than to look at the public website. When I checked lowacourts.gov it was not there.

How did Brewington and A. Roberts get information not made available to the public; which they immediately used in a public forum against people involved in this situation, including the very person you charged, Mr. Meade!! Doesn't that concern you? A. Roberts and Brewington are very active on the internet about these issues. As I told you before there are significant concerns that he/they were privy to information adverse to my client/s, that was publicly shared.

If he/they appear to have access to information from your office (including what we believe were records obtained by County Attorney Subpoena). It appears that such infomation is being used civilly on the internet against my client/s, and already against Meade who you charged!

There clearly exists an appearance of impropriety on your part, (gauged by the applicable standard, which is the layman's view of what you are doing, designed to protect the integrity of the legal system) because the actions of Brewington, and A. Roberts overlap with perceived personal gain by you.

That is highlighted again, by what you published before in the 122 page unsealed search affidavit, and the 915 alleging extortion etc, and the charge against Meade that was leaked. The recipient/s of the leak didn't even get the information straight, because the charge by you is characterized as an Indictment, which it does not appear to be. That leak, and the way it was characterized by them, gave greater weight to the veracity of your charge (that a grand jury was convened comprised by a panel of citizens determining there was sufficient evidence for an indictment- which was apparently not the case), claiming there was an indictment forthcoming, and then again when the charge was filed. That already has, to some extent accomplished what would appear to an outsider, to be your goal to cause damage to Mr. Magedson, and the website he was founder of, without really having to file anything (because there wouldn't be legal grounds to do so anyway you did. conviction would be at best doubtful on legal and factual grounds). It has not been

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to file any charge against my client/s, but the mere threats of same, and the allegations made public in the search affidavit and 915 Motion, and published by person/s affiliated with your office in some way, and who are in opposition to my client/s, accomplished the same purpose.

Now to the "meeting" with Meade you were so upset about, and even asked me "tell me you didn't know about it...."

Xcentric publicly committed to investigate Meades' posts on Ripoff Report. Mr. Magedson and an attorney briefly met with Mead to impress upon him that Xcentric is investigating his posts and that in order to properly do that, he should come forward with direct proof of the statements in the posts if he has such proof.

That is responsible actually, and consistent with my previous offer last month in that regard to "vet" the complaints. I specifically offered a national service at Xcentric's expense to determine what should be retracted and/or clarified, but while you said you were considering that, you went ahead and filed for the 915 injunction, thereby publishing more damaging unsubstantiated "information" about my client/s.

I am writing this to alleviate your concern about the "meeting" which was not illegal or designed to promote any "illegal" activity, but more importantly to call to your attention again what looks like a serious breach of confidential information by your office potentially; and the further reason/s why you should move to have a special independent prosecutor appointed; and/or engage the sole and independent counsel of the Iowa Attorney General's Office. You and my clients have been involved in these issues for years. I have been local counsel for approximately 5 weeks. I can't imagine, despite all the hours you have spent on the Richter case, and your apparent feelings about it, and with what is transpiring now, that any lawyer can remain involved as you are.

The significant ethical considerations raised now, and before; the waste of resources of your constituents; and the distraction; all over valid concern raised herein should hopefully cause you to reconsider your position. You emailed me before about not backing down or being threatened (paraphrasing here, but close). No one is threatening anything, if anything it has been the reverse. Any lawyer I know, including myself would distance him or herself from the any professional connection to and with these issues raised now and before.

If you have any questions or concerns about what is written here, I am always available by phone or email to discuss same.

Peter

From: Peter W. Berger [mailto:pbergerlaw@mediacombb.net]
Sent: Wednesday, September 03, 2014 11:54 AM
To: 'Benjamin John Smith'
Subject: Berger question

Ben,

Anthony Roberts posted a screen shot yesterday of the Trial Information charging Mr. Meade. The

Clerk of Court wouldn't tell me if anything was filed, but referred me to the public record on lowacourts.gov It isn't there which I would think means the security level is raised due to warrant or request for same. I would like to know two things if you would:

1. Assuming the A. Roberts screen shot wasn't photo shopped, and the TI was filed yesterday, how did he get it, if I can't?
2. Is this about the Progenex case as A. Roberts is tweeting, or about what we are working on. If so, is there anything else you are willing to tell me about Mr. Magedson being charged or not. With what I know, I do not think he should be, but I am requesting what you are willing to tell me.

Thanks. And, please refer over that strange murder case lol. Right up my alley.

Pete

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A PROFESSIONAL LAW CORPORATION

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Mark E. Nieters
MNIeters@aol.com

August 12, 2014,

Ben Smith
Sac County Attorney
RE: Ethical Conflict

Mr. Smith,

I am local counsel for Xcentric Ventures LLC, the operator of Ripoffreport.com and Mr. Ed Magedson. The purpose of this letter on my clients' behalf, is to call to your attention what are significant reasons for you to immediately withdraw from your involvement as Sac County Attorney as against my clients ; in your official capacity as chief law enforcement officer of Sac County.

The Iowa Supreme Court made it very clear that "On occasion, ethical conduct of a lawyer may appear to laypersons to be unethical. Every lawyer owes a solemn duty...to strive to avoid not only professional impropriety but also the appearance of impropriety." *Doe v. Perry Cnty. Sch. Dist.*, 650 N.W.2d 594, 599 (Iowa 2002). An attorney's disqualification is viewed "... through the perspective of a layperson to decide whether an appearance of impropriety exists." *Id.* The point is, the only way you can ethically avoid the appearance of personal motive

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and/or gain (which in this case could be retribution for coverage about you RipoffReport.com) is to hire independent counsel, or to enlist the exclusive and independent services of the Iowa Attorney General. The Iowa Supreme Court and Iowa Rules of Professional Conduct are very clear about the duty every lawyer has:

Public confidence in law and lawyers may be eroded by irresponsible or improper conduct of a lawyer. On occasion, ethical conduct of a lawyer may appear to laypersons to be unethical. EC 9-2. Every lawyer owes a solemn duty...to strive to avoid not only professional impropriety but also the appearance of impropriety. EC 9-6. *Id.*

The above cite, from the ABA Model Code Of Professional Responsibility EC 9-6 is designed for the "continuation of the American concept" so that people have faith in our justice system, and that "A lawyer should promote public confidence in our system and in the legal profession". EC 9-1. The very first ABA Disciplinary Rule/s is DR 0-101 "Avoiding Even the Appearance of Impropriety."

The Iowa Rules of Professional Conduct state a "lawyer's own interests should not be permitted to have an adverse effect on representation of a client." *Iowa R. of Prof'l Conduct 32:1.7 [10].*

Your clients are the tax-paying citizens of Sac County. In the 122 page affidavit you recited that you "your applicant has spent well over 1,500 hours investigating/working on this case" (App. p 1). That is an extraordinary amount of

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) time to have spent, given your busy docket, without there being the appearance of
a personal motive for you to do so. You said that criminal charges may never be
filed, you didn't know yet, and the matter may or may not end up being civil not
criminal. If criminal, it would not be in the foreseeable future. If that is the case,
then Mr. Magedson has been damaged by you calling him a criminal, without ever
charging him or impaneling a grand jury. Especially troubling is your recent filing
of the "915" document wherein you not only mentioned what you believe to be my
clients financial information (which had nothing to do with the Application) and
the direct accusations of extortion and other crimes you believe my client
committed or is committing with your detailed assumptions. You specifically told
me that you would hold off on filing such a motion while it could be explored how
best to fairly satisfy the complaints you said are being stated to you by the
witnesses in the past murder trial. You then proceeded despite that informal
agreement, and apparently made no attempt to seal and/or abbreviate the claim
therein. Instead, that too, along with the aforementioned Search Warrant
Application, and financial information (in addition to what you revealed in the
915), is in the public sphere again. Just as with the unsealing of the Search
Warrant Application by you, what you wrote in the 915 Injunction Application
"speaks for itself". They are highly unusual in their length and specificity and both

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made public. If your perceived intent was to harm my clients, you would not have to do anything else with the Application in the future, or the alleged criminal misconduct, because my client has already been harmed by your actions of detailing your beliefs in the manner you did.

When I brought up the above subject, you confirmed that you did not try the Richter murder case yourself, but had engaged the help of Iowa Assistant Attorney General Douglas Hammerand. You also told me that you had, over time, and were in fact continuing to consult with him, and perhaps two other prosecutors in that office for the purpose of referring the matter to them for investigation to be prosecuted/handled as they saw fit. To that end, you said those efforts were still in motion, however without their appearance as counsel (or the appointment of independent private counsel) you proceeded to file the 915 injunction request, with hearing scheduled at your request for September 30, 2014.

Because the Attorney General or other independent counsel is not handling the 915 motion; you told me that you were considering subpoenaing my client before a Grand Jury; and that it is still possible that he and/or his businesses may be charged criminally by you in your capacity as chief law enforcement officer of Sac County, I must formally remind you that it appears to me as a lawyer, and it would certainly appear to the public, that you have an ethical duty to our

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) profession and your clients to withdraw from any ongoing contact (in your role as
County Attorney) in relation to my client.

The issue is quite simple. It is one of "appearance of impropriety" and actual conflict of interest. Any casual observer would reasonably conclude that you have a personal interest in prosecuting my client, and adversely affecting his internet endeavors. Whether you personally believe your motive and/or intent is only to "protect witnesses" who testified in the past Richter trial, that doesn't matter. The appearance of impropriety and conflict is overwhelming, again, even to the non-professional casual observer. The issue of appearance of personal interest is addressed in *Iowa R. of Prof'l Conduct* 1.7 Comment [10] "The lawyer's own interests should not be permitted to have an adverse effect on representation of a client. For example, if the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the layer to give a client detached advice." *Id.* Your clients are the tax paying citizens of Sac County who are expending resources for what you are doing, including the cost of investigators and other expenses, instead of directing those considerable resources to the County's known business. You are taking on the role of civil counsel and advocate for the witnesses in the past criminal trial, who are presumably receiving legal advice from you about how they should proceed. I do not have any possible idea

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how you can proceed to do that given your apparent conflict.

There are several very troubling matters leading up to the aforementioned 915 Application for Injunction you filed.

1. Your photograph and arguably very derogatory comments about you appear on RippoffReport.com (You told me that doesn't bother you, but again, that doesn't matter. The appearance to the public that it is a factor in your decision-making process is what matters);
2. Without having filed any criminal charges herein against any person or business, you unsealed a 122 page Search warrant Application, for Anna Richter's residence which contained inflammatory language and conclusions that my client committed numerous criminal acts. The "disclaimer" stated "...it is possible for there to be inadvertent, factual inaccuracies." (Application pp 1-2). Words such as "damning admissions" (App p 101), and ".scorched-earth campaign against... state witnesses" (App p 106), and many more such references are not usually seen in an affidavit presented to the Court for the purpose of establishing probable cause for a warrant to issue. The mere length of it, and the manner with which it was written, underscores the appearance of your undue interest (in violation of the Canons) you have in this case.

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3. It is highly irregular for a search warrant application to be unsealed during a pending investigation. This would especially be so if the conduct is as egregious as you say, and you were conducting an ongoing multi-charge criminal investigation against my client and others, with one of the alleged crimes, a class B felony, with a penalty of 25 years in prison, for at least two reasons. First the investigation could be compromised; and second, without there being formal charges filed by you or a grand jury indictment, the many serious allegations and your conclusions were made public. This again speaks to the appearance of impropriety by you in releasing such information that was promptly published in the Huffington Post and elsewhere. You also knew at the time there has been ongoing civil litigation about some of the issues you raised under the guise of proceeding with a search warrant which you claimed therein to be "... relevant and material as evidence in a criminal prosecution" (App p 1). All of your accusations were immediately made public, without you ever having to file charges.
-)
4. Apparently you have acquired via your position in law enforcement my client's bank and telephone records. At least portions of its financial records and/or information derived therefrom have been made public, and are in the hands of others who have adverse interests to that of my client.

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There are a myriad of other issues and concerns, not the least of which is that your name will be brought up on cross examination of all witnesses in any future proceeding. You will also be listed as a defense witness in any proceeding. Regarding our cross examination of witnesses, whether they may be investigators or others, how will you question those witnesses about your involvement in these matters? Even more of a predictable conflict arises when you will be called to the witness stand.

I learned a long time ago, that if this argument can even be made, and is not frivolous, (even if you do not agree with the conclusions herein), then any lawyer should remove himself from all contact with the situation. I will be happy to work with independent counsel if the case proceeds in any fashion. We already discussed the possibility of a neutral forum to address witness complaints. That option is still on the table, but not with you proceeding as you have, and as counsel.

I request a response from you within five days of your receipt of this letter by email (which is also being delivered via certified mail). My appearance on the 915 case does not waive or condone in any way your involvement in same.

I am hopeful you will withdraw, (as the appearance of conflict to the general public is obvious), and that you will transition out of the case very quickly.

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) Otherwise, I have to bring this to the Court's attention by motion, as was done in
the cited case concerning the Bradshaw Law Firm. Such a motion would have to
be heard at full hearing before any action could be taken on the 915 Motion.

Best Regards,

Berger Law Firm, P.C.



Peter W. Berger
515-288-8888
Fax 515-288-8182
pbergerlaw@mediacombb.net
pbergerlaw.com

)
Copy to Iowa Attorney General

Michael K. Jeanes, Clerk of Court

*** Filed ***

11/22/2013 8:00 AM

) SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2013-012936

11/18/2013

HON. RANDALL H. WARNER

CLERK OF THE COURT

K. Ballard

Deputy

XCENTRIC VENTURES L L C

MARIA CRIMI SPETH

v.

MICHAEL ROBERTS, et al.

CHRISTOPHER B INGLE

)

UNDER ADVISEMENT RULING

Plaintiff Xcentric Ventures, LLC's ("Xcentric") application for preliminary injunction is under advisement following an evidentiary hearing and post-hearing briefs. Based on the evidence and arguments presented, the court makes the following findings, conclusions and orders.

1. Legal Standard.

To obtain a preliminary injunction, Xcentric must show:

1. A strong likelihood of success on the merits at trial;
2. The possibility of irreparable injury if a preliminary injunction is not granted;
3. The balance of hardships favors a preliminary injunction; and
4. Public policy favors an injunction.

) Docket Code 926

Form V047

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IB Property Holdings, LLC v. Rancho Del Mar Apartments Ltd. Partnership, 228 Ariz. 61, 64-65, 263 P.3d 69, 72-73 (App. 2011). Application of these factors may be on a sliding scale. That is, a preliminary injunction may issue if there is either probable success on the merits and the possibility of irreparable injury, or the presence of serious questions on the merits and the balance of hardships tips sharply in favor of relief. *Arizona Citizens Clean Elections Com'n v. Brain*, 2013 WL 5761620, *8 (Ariz. App. 2013).

2. The Merits.

Xcentric's claim for a preliminary injunction is based on alleged tortious interference with contract and business expectancy. Xcentric did not show that Defendants have induced breaches of contract, but did prove that Defendants have intentionally damaged Xcentric's business. Indeed, the statements of Defendant Michael Roberts make plain that his objective is to interfere with Xcentric's business.

The elements of tortious interference with business expectancy are:

1. A valid business expectancy;
2. Knowledge of the relationship or expectancy;
3. Intentional interference inducing or causing a termination of the relationship or expectancy;
4. Resultant damage; and
5. An improper motive or means.

Miller v. Servicemaster by Rees, 174 Ariz. 518, 521, 851 P.2d 143, 146 (App. 1992). Based on the evidence, the court finds that the first four elements have been met. Xcentric has a valid business expectancy with respect to its customers, who pay it to participate in and be listed on its website as part of its "Verify Program." Defendants know of this relationship, and their actions are designed to interfere with it. They object to Xcentric's business practices and have set out to shame Xcentric's customers into ceasing to do business with it. And they have succeeded in causing that damage. Some customers have ceased doing business with Xcentric and unknown others have refrained from doing so due to the negative publicity that Defendants will cause.

The difficult element is whether Defendants' actions are "improper." It is difficult because of the interplay between the tort of interference with business expectancy and the first amendment.

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As a matter of law, statements or actions amounting to protected speech are not "improper" for tort purposes. *See, e.g., Gardner v. Martino*, 563 F.3d 981, 992 (9th Cir. 2009) ("[W]hen a claim of tortious interference with business relationships is brought as a result of constitutionally-protected speech, the claim is subject to the same first amendment requirements that govern actions for defamation."). Thus, for example, if someone wants to post on the internet a negative opinion about a business, that is protected speech even if the posting is designed to negatively affect a business by steering customers away. On the other hand, threats and extortion are not protected speech. *See, e.g., State v. Jacobs*, 119 Ariz. 30, 33, 579 P.2d 68, 71 (App. 1978) (attempting to obtain monetary gain by threatening or promising unlawful conduct is not protected speech); *United States v. Coss*, 677 F.3d 278, 289 (6th Cir. 2012) (extortionate threats are not protected speech). So which is it here: a constitutionally protected internet boycott or economic extortion?

The answer is a little of both. Criticizing someone for doing business with a company one wishes to boycott is protected speech, even if hyperbole or extreme language is used. Threatening to shut down someone's business through defamatory internet postings is not.

) The following hypothetical illustrates the fine line between improper economic extortion and protected speech. Believing that a local clothing shop sells products made with slave labor, a local group stages a boycott. They stand outside the shop and take note of who is entering. They tell customers that anyone shopping there will be listed on their website as a customer who supports slave labor. And then they make good on the threat. This kind of protest is protected speech.

What if instead of exposing the customers for patronizing the shop, the protestors threaten to list shoppers on the internet as sex offenders? This is not constitutionally protected speech and would be "improper" for tort purposes. Threatening to defame someone is not constitutionally protected, even if done for noble purposes.

Moreover, even exposing or threatening to expose *true* facts about someone is not protected speech if done to coerce some unrelated action. This is true even if disclosing those facts would itself constitutionally protected. For example, while maintaining a website listing local sex offenders is constitutionally protected, the first amendment does not protect threatening to expose someone as a sex offender unless he or she stops patronizing the local clothing shop that sells products made with slave labor. And it is not just the threat that lacks first amendment protection, it is the disclosure that makes good on the threat. Both are extortion. Neither is constitutionally protected.

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Applying these principles, Defendant Roberts is free to stage an internet boycott of Xcentric, and is free to include in the boycott those who do business with it. Both his threat to boycott those who do business with Xcentric and his postings that make good on the threat are protected speech, so long as all he does is expose their decision to do business with Xcentric. What he may not do is post false information about those businesses. Nor may he post other negative information (including pure opinion) that is unrelated to Xcentric if the purpose of doing so is to coerce customers not to do business with Xcentric. These things are extortion, and they are not constitutionally protected.

Turning to the postings in this case, the court finds that everything in authorizedstatement.org and badforpeople.com consists of protected speech. In those websites, Roberts effects his protest against Xcentric advocating the boycott of companies that do business with Xcentric. And while he uses extreme metaphor and hyperbolic language, no reasonable reader would take that language to mean that either Xcentric or its customers are actually terrorists.

The parties argue over whether Xcentric is a “consumer advocacy website” or a “legally shielded extortion scheme,” but the court neither can nor must decide whether Xcentric wears a black hat or a white one. There may be different opinions about Xcentric on the internet and it is not the role of the court to enforce one over the other.

The scamgroup.com website is different. Rather than simply advocating a boycott, it engages in extortion both by threatening to post negative reviews about Xcentric’s customers, and by posting negative and false reviews about them.

The court finds that scamgroup.com’s negative reviews about Hagen Companies and Alpha Arms are false. Its several negative reviews of Alpha Arms purport to be from training course customers, but Alpha Arms has no training course customers. Its several negative reviews of the Hagen Companies purport to be from employees or investors, but Hagen Companies has no employees or investors.

Even if those reviews were true, however, they are extortive and therefore not constitutionally protected. One cannot threaten to disclose negative information about someone if they fail to do what you want. This is no different from the paparazzi who threaten to reveal embarrassing photos unless their demands are met.

The court finds a strong likelihood of success on the merits as to the postings on scamgroup.com, but not as to the postings on authorizedstatement.org and badforpeople.com.

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3. **Jurisdiction Over Scamgroup.com.**

There is no dispute that the court has jurisdiction over Defendant Michael Roberts, who was served and who appeared. Mr. Roberts acknowledges operating the websites authorizedstatement.org and badforpeople.org, but denies owning or controlling the website scamgroup.com. Much of the evidentiary hearing was devoted to the latter question.

Under ordinary jurisdiction principles, this distinction should not matter. The court can issue an injunction against Mr. Roberts, and if he violates the injunction then Xcentric's remedy is contempt against Mr. Roberts. As Xcentric explains it, however, the primary objective is not to enjoin Mr. Roberts so that the court's coercive power can be brought to bear on him. Rather, Xcentric intends to take any injunction to Google and/or other search engines in the hope that they would enforce it against offending websites. From that perspective, it arguably matters whether Roberts owns or operates scamgroup.com.

)
The court finds insufficient evidence that Mr. Roberts owns scamgroup.com. It certainly understands Plaintiff's suspicions. Mr. Roberts appears to know who operates that website, and there is strong evidence of some at least tacit cooperation among the websites. But the circumstantial evidence presented at the hearing is not enough to show that Mr. Roberts owns or operates scamgroup.com.

4. **Irreparable Harm.**

The court finds that Xcentric will likely suffer irreparable injury if a preliminary injunction does not issue. The wrongs alleged are to Xcentric's business and reputation, and appear designed for that purpose. Although a suit for money damages would be available if Mr. Roberts commits tortious interference, the court finds that the long term harm that could be caused by Mr. Roberts' actions likely would not be remedied by a money judgment against him.

5. **Balance of Hardships.**

The balance of hardships does not tip in favor of either party. If an injunction is not issued, Xcentric's business may continue to be harmed. If an injunction is issued, Mr. Roberts will be harmed by being prevented from getting his message out.

6. **Public Policy.**

For the first amendment reasons discussed above, public policy weighs against a preliminary injunction. There is a heavy presumption against prior restraints of speech. See

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Nash v. Nash, 232 Ariz. 473, 481-82, 307 P.3d 40, 48-49 (App. 2013). Given that the material on Roberts's two known websites does not amount to tortious interference, that presumption is not overcome.

7. Conclusion and Order.

Although Xcentric likely is suffering irreparable harm from Mr. Roberts's postings, the court finds that Xcentric is not likely to prevail on the merits against Mr. Roberts and that public policy weighs against a preliminary injunction. The request for preliminary injunction will therefore be denied. Because the court finds that it does not have jurisdiction over the owner of scamgroup.com, it makes no ruling regarding whether a preliminary injunction against that website is warranted.

IT IS ORDERED denying the application for preliminary injunction.

FILED: Exhibit Worksheet

/s / RANDALL H. WARNER

JUDGE OF THE SUPERIOR COURT

ALERT: The Arizona Supreme Court Administrative Order 2011-140 directs the Clerk's Office not to accept paper filings from attorneys in civil cases. Civil cases must still be initiated on paper; however, subsequent documents must be eFiled through AZTurboCourt unless an exception defined in the Administrative Order applies.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Xcentric Ventures LLC, an)
Arizona limited liability)
corporation, and Jaburg &) No. CV 10-1931-PHX-NVV
Wilk, P.C., a professional)
corporation,)
vs. Plaintiff,) Phoenix, Arizona
Shawn Richeson,) September 21, 2010
Defendant.) 1:40 p.m.

BEFORE: THE HONORABLE NEIL V. WAKE
UNITED STATES DISTRICT JUDGE

(Motion for Preliminary Injunction)

Official Court Reporter:
Laurie A. Adams, RMR, CRR
Sandra Day O'Connor U.S. Courthouse, Suite 312
401 West Washington Street, SPC 43
Phoenix, Arizona 85003-2151
(602) 322-7256

Proceedings Reported by Stenographic Court Reporter
Transcript Prepared by Computer-Aided Transcription

EXHIBIT

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1 APPEARANCES:

2 For the Plaintiffs:

3 JABURG & WILK, P.C.
4 By: **Maria Crimi Speth, Esq.**
5 By: **Adam S. Kunz, Esq.**
6 3200 N. Central Avenue
7 Suite 2000
8 Phoenix, AZ 85012

9 For the Defendant:

10 IN PROPRIA PERSONA
11 By: **Shawn Richeson**
12 1906 Twilight Drive
13 Killeen, TX 76543

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1 P R O C E E D I N G S
2

3 THE COURTROOM DEPUTY: Civil Case 2010-1931, Xcentric
4 LLC, et al., versus Shawn Richeson. This is the time set for a
preliminary injunction hearing.

5 Counsel, please announce for the record.

13:40:35

6 MR. KUNZ: Thank you, Your Honor. I'm Adam Kunz for
7 Xcentric Ventures and Jaburg & Wilk.

8 MS. SPETH: Maria Speth for Xcentric Ventures and
9 Jaburg & Wilk.

10 MR. RICHESON: Shawn Richeson the defendant.

13:40:46

11 THE COURT: Speak into microphone, please.

12 MR. RICHESON: I'm Shawn Richeson, the defendant.

13 THE COURT: All right. Good afternoon.

14 All right. Mr. Kunz, how do you want to proceed in
15 terms of putting in the evidence you want to put in?

13:41:02

16 MR. KUNZ: Well, Your Honor, if I may have your
17 indulgence, what I'd like to do first is look at defendant
18 Richeson's answer and motion, Page 10 of 13.

19 THE COURT: Didn't I already rule on this?

20 MR. KUNZ: Not about what I'm going to draw your
21 attention to, Your Honor. He certainly did apply for a
22 preliminary injunction that would apply for us, and I believe
23 you directed him that if he did it in the proper way it would
24 be considered. But the very first paragraph in Section 2 says,
25 "Defendant does hereby stipulate to the plaintiffs' pending

13:41:28

13:41:41

1 application and motion for temporary injunction during the
2 advancement of this cause of action."

3 THE COURT: Mr. Richeson, is that correct?

4 MR. RICHESON: Yes, Your Honor, and no. When I first
5 applied for an expansion on that temporary injunction, I was --
6 I applied the law wrong. So you had ruled on it yesterday, and
7 at this time I'd like to go ahead and hold a hearing.

13:41:55

8 THE COURT: Well, go ahead and what?

9 MR. RICHESON: And have you do your hearing on this,
10 Your Honor. I don't want to arbitrarily stipulate.

13:42:12

11 THE COURT: I don't understand what you are saying.
12 You are agreeing to the injunctive relief that the plaintiff is
13 seeking, correct?

14 MR. RICHESON: No, Your Honor. I'm not agreeing to
15 that.

13:42:26

16 THE COURT: So are you retracting what you wrote here
17 in your answer?

18 MR. RICHESON: Yes, Your Honor.

19 THE COURT: Well, Mr. Kunz, I'm not sure he can
20 retract it but are you prepared to proceed?

13:42:38

21 MR. KUNZ: I would be prepared to proceed, Your Honor,
22 but I don't think he can retract it.

23 THE COURT: Well, Mr. Richeson, could you explain to
24 me -- actually, it would be better if you would come up to the
25 podium because the microphone is better there.

13:42:56

1 MR. RICHESON: Okay, Your Honor.

2 THE COURT: Would you explain to me what your basis is
3 for seeking leave to retract what you wrote here, which looks
4 like something that normally a lawyer would rely on when they
5 read it? What's your basis for retracting it and asking to
6 proceed with evidence today?

13:43:11

7 MR. RICHESON: Your Honor, I improperly made that
8 application. I didn't have a great deal of time to respond and
9 enter my counterclaims. And as I read over the rules of --
10 Federal Rules of Civil Procedure, I see that I did things quite
11 wrong. So when I drafted my answer, I tried to mix together my
12 application for a temporary injunction to expand the scope of
13 Mrs. Speth's temporary injunction. And after receiving Your
14 Honor's ruling yesterday, it became clear that I did this
15 improperly. So at this time, I would like to --

13:43:30

16 THE COURT: Well, I heard what you said. But it's
17 really not making sense to me, because what my ruling was is
18 that you, like any litigant, you are free to ask for injunctive
19 relief if you can demonstrate the facts and the legal
20 principles that would warrant granting that relief. But there
21 are procedures for following that. And that's all I ruled,
22 that this is not the correct procedure. You can make such a
23 request and we would schedule it in due course.

13:44:08

24 My question to you is different. It says here, as Mr.
25 Kunz pointed out, that in your answer you consented to the

13:44:27

1 temporary injunction during the advancement of this cause. And
2 so I'm asking you what your basis is for seeking to be relieved
3 from that, which is different from your failure to properly
4 present your request for your own injunction, which we will, if
5 it's done right, we will consider it in due course.

13:44:52

6 But what is your basis for seeking to be relieved of
7 this stipulation for the entry of a temporary injunction during
8 the pendency of this case?

9 MR. RICHESON: Now that the question's been posed like
10 that, Your Honor, there really is no basis for my retraction of
11 that.

13:45:10

12 THE COURT: Very well then. I will accept the
13 stipulation and hold the defendant to it. And I think that
14 eliminates the need for the plaintiffs to go forward with the
15 evidence to prove up the factual basis for their injunction.
16 And that's your -- that's what you are seeking, Mr. Kunz,
17 correct?

13:45:25

18 MR. KUNZ: Yes, Your Honor. That's exactly right.

19 THE COURT: Now, Mr. Richeson, let me just say again,
20 if you want to seek an injunction, you have to file a
21 counterclaim. It has to -- stating a claim is a technical
22 legal expression. What it means is that it describes something
23 for which the law provides a remedy that is something that's
24 contrary to the law and for which a remedy will be provided,
25 and then you have to meet other responsibilities as well to get

13:46:02

1 an injunction.

2 An injunction, in the beginning of the case, is an
3 extraordinary remedy. It's not granted as a matter of course,
4 and it's done to prevent irreparable harm and most of the time
5 somewhat similarly, it can be done to prevent a change in the
6 status quo that would preclude the Court from granting
7 effective relief at a later time. And there are other
8 justifications as well, but those are the main ones.

9 So you can file such a motion. You file it, the other
10 side responds to it, I look at it. I typically will call you
11 all in. You are from out of town, right?

12 MR. RICHESON: Yes, Your Honor.

13 THE COURT: For non-evidentiary matters, non-trials, I
14 allow people out of state to appear by telephone. We usually
15 get on the phone schedule a time to have that hearing and then
16 we have that hearing. But we're not to that phase yet on any
17 relief requested by you.

18 So I think you can take your seat, because that
19 answers my questions. I do have some other things I need to
20 put to both sides.

21 Mr. Kunz, Judge Teilborg raised the question of
22 jurisdictional amount in this case.

23 MR. KUNZ: Yes.

24 THE COURT: I did want to explore that. What is the
25 basis for jurisdictional amount in this case? And Judge

13:46:18

13:46:34

13:46:50

13:47:08

13:47:22

1 Teilborg told me -- and there's always a risk I might not get
2 this entirely correct, so you can help me out. But he told me
3 that you explicitly disclaimed any relief or damages based on
4 actual damages to either of the plaintiffs.

5 Now, is that correct?

13:47:49

6 MR. KUNZ: It is correct that neither plaintiff is
7 seeking actual damage. We certainly didn't claim that it
8 didn't happen, but we are not seeking it as a remedy here.

9 THE COURT: And so walk me through the jurisdictional
10 amount. And Mr. Richeson, let me explain what this is about.

13:48:08

11 For -- the federal courts don't hear all cases. The state
12 courts can hear essentially any case, but for a case to be
13 brought in federal court, it has to be brought under a specific
14 statute that gives this court jurisdiction. And one such
15 source of jurisdiction is lawsuits between citizens of
16 different states where there is more than \$75,000 in
17 controversy. That is, the lawsuit is over more than \$75,000.

13:48:26

18 Now, you are a citizen of Texas, right?

19 MR. RICHESON: Yes, Your Honor.

20 THE COURT: And Mr. Kunz.

13:48:46

21 MR. KUNZ: You wish me to address your question?

22 THE COURT: You can come up to the podium. And I
23 would like to hear your presentation as to how it is that you
24 get jurisdictional amount in this case.

25 MR. KUNZ: First, Your Honor, we're seeking nominal

13:49:04

1 damages, which I realize doesn't add much to the sum. Secondly
2 would be presumed damages under the cause of actions we have
3 brought which exceeds \$75,000 alone. And most --

4 THE COURT: How is that? I have looked at that, and I
5 don't find anything that answers that question. Certainly
6 doesn't answer it in your favor. So walk me through that in
7 more detail as to how the presumed damages of these causes of
8 action can get to the \$75,000 because it seems to me if it
9 does, every single lawsuit for these claims will meet the
10 federal jurisdictional amount.

13:49:23

11 Go ahead.

12 MS. KUNZ: May I confer with Ms. Speth?

13 THE COURT: Certainly.

14 (Discussion off the record between plaintiffs'
15 counsel.)

13:50:38

16 MR. KUNZ: Your Honor, our position is that the
17 presumed damages is governed by the amount claimed by the
18 plaintiffs in this case, not by any particular statutory
19 amount. And that we would seek more than \$75,000 without
20 proving the actual damages.

13:50:55

21 THE COURT: Well, for -- to meet the jurisdictional
22 amount for an original jurisdiction case, it must be not clear
23 to a legal certainty that you don't get to that amount. And
24 I'm looking for any basis to see how you would get \$75,000
25 presumed damages when you disclaim any actual damages whatever.

13:51:15

1 You can get a dollar or \$100 for nominal damages.

2 But when the baseline of your claim is nominal damages
3 and from that you build presumed damages, and again, I repeat
4 myself, but the unusual circumstance here is that -- and I have
5 never seen a case like this. I mean, I understand why you did
6 it, but I have never seen a case like this, where you have
7 disclaimed any actual damages. So once we mentally factor out
8 all actual damages and your baseline is nominal damages, how is
9 it anything other than a legal certainty that you cannot get
10 \$75,000 presumed damages when you have no actual damages? 13:51:39

11 MR. KUNZ: Well, let me answer that the best I can.
12 And I don't mean to parse words. But we have not disclaimed
13 expressly, we're simply not seeking. And I think there's an
14 important difference there, because if we needed to try to
15 prove actual damages we would want the door open for us to do
16 that. 13:51:59

17 THE COURT: I understand from what Judge Teilborg told
18 me that the reason you don't want to implicate actual damages
19 is that neither the plaintiffs want to have their business
20 affairs and profits opened up to discovery, correct? 13:52:19

21 MR. KUNZ: Yes.

22 THE COURT: I don't see how you accomplish that. Even
23 if you don't seek monetary damages, if you are going to be
24 asking for general damages and presumed damages, I don't see
25 how you can prevent the defendant from inquiring into those 13:52:32

) 1 subjects because surely those subjects, even if you don't want
2 your compensation you are entitled to are going to be relevant
3 to what presumed damages would be. Because if you stand up and
4 ask for \$75,000 or 75 million, it's okay for the defendant to
5 come back and see what your likely damages are, what your
6 profits are from this activity. It seems to me that you are
7 not going to shut off the discovery that you don't want to have
8 gone into by having it both ways, saying I don't want to be
9 paid for my actual damages but I want the benefit of it anyway
10 for presumed damages. I just don't see how you are going to
11 stop the discovery that you don't want to go forward. 13:53:09

) 12 MR. KUNZ: I understand what you are saying, Judge
13 Wake. Truly I do. Let me tell you how we would like to do it,
14 which I think is legitimate.

15 The amount of \$75,000, first of all, is not \$75 13:53:39
16 million. And if we claim that there should be \$75 million of
17 presumed damages I suppose that we would have to bring our
18 equity partners or firm accountant to the stand and tell you
19 that we have many clients who pay us more than that. However,
20 the figure \$75,000 is well within the reach of the amount a
21 typical client would pay us for a typical single piece of
22 litigation. 13:53:58

23 Now, I believe there is no real dispute that Mr.
24 Richeson's prime objective in spreading lies about Jaburg &
25 Wilk was to make sure, I think one of the quotes is, we would 13:54:17

1 have to stand on a street corner offering to sue for food. And
2 if Mr. Richeson was successful in deterring even a single
3 typical litigation client, the damages would very likely exceed
4 \$75,000.

5 Now, I don't think it takes specific discovery into 13:54:35
6 our privileged files --

7 THE COURT: Well, actually, you know, if this case
8 were to go to trial you have to prove that up as a
9 jurisdictional matter. There's a Ninth Circuit case we're all
10 familiar with where a judge of this court got reversed in a 13:54:53
11 diversity case because at trial, he didn't require any proof of
12 the amount. And the Court said no case and threw it out on
13 appeal.

14 So you are going to have to come in and prove what you
15 just told me at trial or before you can get any judgment in the 13:55:08
16 case. It's not presumed.

17 Go ahead.

18 MR. KUNZ: I apologize. I didn't mean to interrupt.

19 If what you are telling me is that I have to do
20 exactly what I promised you to do, I can certainly do that. If 13:55:23
21 what you are telling me is that I have to haul the firm's
22 clients into the witness box --

23 THE COURT: Let me interrupt you. I'm not telling you
24 how to try the case. I'm just saying that you can't go to
25 trial and get a judgment in your favor without proving . 13:55:38

1 jurisdictional amount. You cannot ignore it. I'm not telling
2 you how you have to prove it, but you can't ignore it. So you
3 can figure out how to prove it, but if you don't have any
4 evidence of it, dismissal for lack of jurisdiction is the only
5 permissible outcome.

13:55:56

6 I'm not trying to quarrel with you. I'm trying to
7 understand this, because I can understand why you and Xcentric,
8 for a variety of reasons, would like your business affairs not
9 to be inquired into. I understand that perfectly.

10 But -- and you can certainly go to the superior court,
11 but you have an extra burden to come here.

13:56:18

12 MR. KUNZ: I understand what you are saying, Your
13 Honor. And I can represent that we will very carefully plan
14 our strategies to prove the elements we need to understand
15 that we may be subject to not only a motion in limine but a
16 motion to dismiss.

13:56:37

17 If I may, Your Honor. I didn't --

18 THE COURT: Go ahead. I'm listening.

19 MR. KUNZ: In this particular instance, punitive
20 damages are also important, and the most important component of
21 the damages. And the conduct certainly warrants them, and the
22 amount required to deter not only Mr. Richeson, who is
23 essentially judgment proof, but others who would engage in the
24 same conduct is certainly in excess of \$75,000.

13:56:57

25 THE COURT: Again, under the U.S. Supreme Court cases

13:57:18

1 setting very rough due process limitations on punitive damages,
2 you cannot possibly get from nominal damages to \$75,000 in
3 punitive damages.

4 MR. KUNZ: I under --

5 THE COURT: Go ahead.

13:57:36

6 MR. KUNZ: I understand you are being skeptical about
7 that. But I believe we have authority to indicate that in
8 appropriate cases, nominal damages or other elements are proved
9 that punitive damages as a deterrent are appropriate.

10 THE COURT: Go ahead.

13:57:51

11 MR. KUNZ: I'm finished. Thank you.

12 THE COURT: Now, your Count 1, interference with
13 contract, that's for both plaintiffs?

14 MR. KUNZ: Correct.

15 THE COURT: And I take it there is going to be no
16 interference with the contractual attorney/client relationship
17 between Xcentric and the law firm, is there?

13:58:02

18 MR. KUNZ: On the contrary. There has been.

19 THE COURT: I would think that the relationship has
20 been thriving. Are you telling us that you are in -- that your
21 client or your law firm is considering diminishing that
22 relationship because of Mr. Richeson's actions?

13:58:16

23 MR. KUNZ: Let me give you one example that I'm
24 comfortable giving you, which is apparent from uncontested
25 facts in this case.

13:58:36

1 Mr. Richeson's extortion forced Xcentric Ventures to
2 do something that it doesn't do, that's against its policy to
3 make redactions under threat.

4 THE COURT: I'm asking about the attorney/client
5 relationship, Jaburg & Wilk's contract with Xcentric and back
6 and forth. That's what I'm asking about. I'm asking whether
7 you are alleging that that relationship is in threat of being
8 harmed from the perspective of either the attorney or the
9 client. And your comment about redaction strikes me as not
10 responding to that.

13:58:52

11 MR. KUNZ: I need to find a way to express this so you
12 understand that it is responsive. I'm not claiming that the
13 relationship is destroyed. But I am claiming that the
14 relationship is damaged and has been interfered with. The
15 extortionate threats to destroy the reputation of Jaburg & Wilk
16 forced Xcentric Ventures to make concessions.

13:59:29

17 THE COURT: So what.

18 MR. KUNZ: It's an interference of the contractual
19 relationship between attorney and clients.

20 THE COURT: I completely do not see that the firm
21 renders legal services and gets paid. There is a complete gap
22 between what you are saying and the firm's interests. I just
23 don't understand that. The firm renders services, sends a bill
24 and are paid. So what if they redacted something? I don't see
25 the connection.

13:59:45

14:00:07

1 MR. KUNZ: Judge Wake, I'm happy to try and explain it
2 to you. But I certainly want to avoid debating with you.
3 Would you like me to try and elaborate?

4 THE COURT: No. Please. Because I do not see any
5 connection there at all that would constitute interference with
6 the law firm's contract with Xcentric or interference with
7 Xcentric's contract with the law firm that might be some other
8 business injury to Xcentric. But how does it interfere with
9 the attorney/client contract?

10 MR. KUNZ: Putting aside other ways that there was
11 interference between Xcentric's other clients versus the
12 relationship between Xcentric and Jaburg & Wilk, putting that
13 aside, the relationship between attorney and client is far more
14 than the mercenary relationship for simply getting paid to do
15 some service work.

16 THE COURT: But this tort compensates for loss of
17 economic value.

18 MR. KUNZ: Yes.

19 THE COURT: So walk me through how you get there.

20 MR. KUNZ: The -- Your Honor, are you telling me that
21 unless we can show a reduction in the economic value of the
22 contract that we can't claim an interference? Because if you
23 are telling me --

24 THE COURT: What else are you claiming? What
25 non-economic interference are you claiming? Seems to be an

1 oxymoron for this tort.

2 MR. KUNZ: Well, I'm very daunted in the face of you
3 telling me it's an oxymoron. But the relationship of trust and
4 confidence, the fiduciary relationship between an attorney and
5 client, the client's complete confidence in the attorney to
6 serve their interests above all else is damaged when the law
7 firm has to go to the client and say will you please change
8 your fundamental policies, even for a brief period of time, in
9 order to preserve us from the great harm threatened from
10 Richeson. That is not putting the client's interests ahead of
11 the attorney's.

14:01:45

14:02:03

12 THE COURT: Then you need to withdraw, or Ms. Speth
13 needs to withdraw and you have a claim. But you have not
14 withdrawn, have you?

15 MR. KUNZ: We have not withdrawn.

14:02:13

16 And for the record, and most respectfully, I don't
17 think the harm has to rise to the level of the law firm
18 withdrawing, in other words, the relationship being destroyed
19 or inoperable in order for it to be damaged.

20 THE COURT: I do believe it has to be an economically
21 measurable injury, and I haven't heard anything from you yet
22 that gets into that realm on this Count 1.

14:02:31

23 Now, there may be relationships with other clients.

24 MR. KUNZ: And I certainly agree, and I think it
25 almost goes without saying how relationships with other clients

14:02:51

1 are damaged. But I'm not sure if you are asking --

2 THE COURT: Well, I'm asking you, looking at this
3 aspect of the relations with other clients or other customers,
4 how -- jurisdictional amount always has to be quantified.

5 There's nothing loosey-goosey about it. If you can't get 14:03:19
6 through one of the accepted measures of the quantification to
7 \$75,000 you are out of court. You have to go to state court.
8 So I'm asking how you measure the jurisdictional amount aspect
9 of this for relationships with other clients.

10 MR. KUNZ: How do we measure it? Candidly we haven't 14:03:46
11 marshaled the proof yet.

12 THE COURT: I fear that it is entirely speculative.
13 Entirely speculative. Because first of all, your firm
14 represents quality business clients and other people. Do they
15 read Mr. Richeson's web pages, and do they pay any attention?
16 And don't you have to prove a probability that people who are
17 your clients or are likely to be your clients see that and be
18 deterred by it which seems -- I suppose anything could happen
19 in the world, but there has to be a realistic prospect of it
20 happening. What is that realistic prospect of that? 14:04:11

21 MR. KUNZ: Well, let me give you one example. Let's
22 say a potential client, one who is seeking, say, estate
23 planning services from the branch of our firm that does that,
24 decides to do a Google search on the name of our firm and that
25 prominently featured in the search engine results, whether it's 14:04:40
14:05:00

) 1 Google or Yahoo or Bing or any of the other search engines is a
2 prominent posting saying, "Jaburg & Wilk hires child molesters
3 to be partners and covers it up." That is enough in this legal
4 market to deter a potential client for them simply to move on
5 and consider a different firm that can offer the same services.

14:05:24

6 THE COURT: My concern with that is that every step of
7 it is sheer speculation.

8 MR. KUNZ: Well --

9 THE COURT: Well, obviously I'm having this dialogue
10 with you because I am concerned about the jurisdictional amount
11 here. And we'll give you ample opportunity to address
12 everything that may matter.

14:05:43

13 Let me ask about Count 2. This is the Arizona
14 racketeering count --

15 MR. KUNZ: Yes.

14:05:57

16 THE COURT: -- for theft. Who is asserting this
17 count?

18 MR. KUNZ: Jaburg & Wilk.

19 THE COURT: And not Xcentric?

20 MR. KUNZ: I believe Xcentric Ventures is also
21 asserting the count.

14:06:09

22 THE COURT: What's being stolen from each of them?

23 MR. KUNZ: Xcentric is forced by the extortion to
24 alter the postings on rip-off report web page. So there's an
25 active extortion that forces Xcentric Ventures to give up, if

14:06:33

1 you will, its valuable property in the postings on the
2 internet.

3 THE COURT: But the statute requires theft by
4 extortion to obtain property or service by means of a threat.
5 What property or service is each plaintiff --

14:06:54

6 MR. KUNZ: Well, the property that Xcentric is giving
7 up is the right to maintain its postings.

8 THE COURT: But it's not its postings. The reason it
9 claims to escape defamation liability is that they are not the
10 postings of Xcentric. So I'm challenged as to how an immunity
11 from defamation that exists solely by virtue of the disclaimer
12 of those defamatory postings, allegedly defamatory postings,
13 can become the property of Xcentric to support why -- this is a
14 criminal statute as well. It's not just a civil remedy. It's
15 a criminal statute. So this is a bit of a challenge, too, as
16 to what property Xcentric has in these postings supposedly made
17 by third persons with no involvement with Xcentric.

14:07:11

18 MR. KUNZ: Xcentric has the same rights in those
19 postings as any license holder of any copyright has in the
20 material that they are licensed to have. And the CDA immunity
21 under Section 230 applies because Xcentric did not create the
22 context at issue. But Xcentric certainly has the right to, in
23 fact, the exclusive right to have the content and to have it
24 displayed on the web page as it was posted by its authors. And
25 being forced to take that content down is taking the property

14:07:35

14:07:56

14:08:26

1 right away from Xcentric.

2 THE COURT: Well, we're just having a highly
3 preliminary discussion here, and I don't want you to take
4 anything I'm saying, any questions I'm asking as reflecting any
5 final resolution of anything.

14:08:41

6 But I am highly skeptical of that as well.

7 And what about Jaburg & Wilk? How are they being --
8 what is their cause of action under the Arizona racketeering
9 statute for the theft?

10 MR. KUNZ: They are the victim of the extortion. And
11 the property they lose is the interest in their attorney/client
12 relationship both with Xcentric and other clients.

14:09:01

13 THE COURT: You know, a long time ago, I tried a
14 six-week jury trial on the Arizona racketeering statute, and
15 that was like 25 years ago, back then I thought I was the
16 world's leading authority on that statute. And I don't even
17 think that now.

14:09:20

18 But among the general things I recall, these are
19 criminal statutes, and there may be serious question here as to
20 whether you have even stated a claim for racketeering.

14:09:43

21 Now, you have obviously stated a claim for defamation.
22 You may well have stated a claim -- well, I suspect you claim
23 you have stated a claim for tortious interference with
24 contract. My concern is the dollar amounts of the values of
25 it.

14:10:06

1 And when we get to Count 3, the statutory harassment
2 claim, this is a state statute that has virtually no appellate
3 case law. And it's actually a relatively new statute. And
4 it's somewhat sweeping in its language. It's meant generally
5 for peacekeeping in troubled situations. But again, under the
6 Arizona harassment statute, the linchpin there is basically
7 conduct activity that disturbs other people. Again, how do you
8 get to \$75,000 on that statute? 14:10:41

9 MR. KUNZ: I don't know that we can get to \$75,000
10 based on the harassment. 14:11:17

11 THE COURT: Every little bit helps.

12 So then the defamation, I mean, this is, again,
13 without expressing any final judgment or opinion, at least just
14 on the face of it, appears to be egregious defamation.)

15 MR. KUNZ: Your Honor, may I qualify my last answer? 14:11:44

16 THE COURT: Yeah.

17 MR. KUNZ: Because I want it to be clear. Actual
18 damages for harassment may be difficult to prove in the amount
19 of 75,000. And I understand your concerns about the
20 constitutional boundaries of punitive damages. But again, we
21 rely on the punitive damages element. 14:11:59

22 THE COURT: Well, and again, going back to the
23 statutory harassment, that's -- the sole remedy under that
24 statute is the injunction. Of course for injunction cases
25 there's various tests as to how you measure the amount in 14:12:14

1 controversy.

2 Well, I have done -- I have been asking a lot of
3 questions. Is there anything else you would like to present to
4 me on either the merits or -- well, let me back up before I put
5 that open-ended question to you.

14:12:52

6 I do want to get to a level of comfort that I do not
7 yet have about the jurisdictional amount. And we can do this
8 very quickly, because this is time urgent.

9 I also have some concern about the scope of the
10 injunction. Let me go back to the jurisdictional amount. With
11 you disclaiming any actual damages, and where the only relief
12 you are seeking is, again, the nominal damages, the general
13 damages, the punitive damages, and the injunction, we can look
14 to the injunction as a measure of jurisdictional amount. And
15 there are different cases that articulate different measures of
16 that.

14:13:21

14:13:50

17 But -- so I think I would benefit from some briefing
18 from you on two aspects of this: One is the injunction measure
19 of damages. Some cases look at it as the equivalent of the
20 economic benefit to the plaintiff and some look at it as the
21 equivalent of the economic detriment to the defendant. It
22 would seem that there is no other economic detriment to the
23 defendant from this injunctive relief that you seek, none or
24 little. Doesn't have to be none. We can just say little.

14:14:21

25 So I will benefit from you looking at the authorities

14:14:45

1 and applying them to this case. And then also, there are
2 plenty of cases out there dealing with punitive damages and
3 jurisdictional amount. Plenty of them. And I have authored
4 some of them myself. And it's not enough to simply ask for a
5 large amount of punitive damages. You have to have more than
6 that. And one view for which you will find plenty of case
7 authority is that punitive damages are inherently speculative,
8 and you have to have something specific and concrete to get
9 that down to a real number. Otherwise, it's not sufficient for
10 jurisdictional amount.

14:15:11

11 That's one view. There are a lot more district court
12 opinions on this than circuit court opinions. And there's some
13 divergence on district court opinions. And then especially
14 look at this general damage. And when you look at it, think
15 about what is on my mind, which is I fear that your theory of
16 jurisdictional amount, if it's valid, will apply in every case.
17 And every time anybody sues for defamation for which you can
18 get general damages, all you have to do is say and I want
19 \$75,000, in every single case, if there's diversity in
20 citizenship, will be met.

14:15:52

21 I think that's the logical consequence of your theory,
22 and it seems intuitively wrong to me because we don't do
23 punitive damage. We don't indulge in a similar deference.
24 There has to be something more than speculativeness.

25 So those are -- you can brief -- and we'll talk about

14:16:42

) 1 a time to get this done that I, in particular, would like to
2 have addressed.

3 The other thing is the injunction itself. Looking at
4 the temporary restraining order, now I understand when you all
5 filed this action you were acting under -- with great haste and
6 great emergency that was entirely -- appears to be entirely
7 justified. Nevertheless, this language is awfully broad in the
8 restraining order, sending or causing you to send any
9 threatening communications; publishing or causing to published
10 any false or misleading communications about plaintiffs;
11 interfering with contractual relationship.

14:17:26

14:17:52

12 If you dig into the case law on injunctions, I think
13 you will find that much, maybe all of that, would not be
14 enforceable with contempt sanctions. To have an enforceable
15 injunction, the language of the injunction has to be clear,
16 specific, concrete, and injunction language that basically says
17 go and sin no more is not good enough to have somebody put in
18 jail for contempt or have other contempt remedies.

14:18:08

19 So -- and I am always reluctant to enter injunctions
20 with that level of generalities. So I'm going to invite you
21 to, assuming we get over this jurisdictional amount problem, to
22 submit a revised form of preliminary injunction.

14:18:34

23 Now, granted, Mr. Richeson has agreed to this, and so
24 I don't see that I'm asking for any difficult revision. But
25 I'm asking you to think concrete and empirically about the

14:19:01

1 actions that you want restrained. Because if they are
2 continued and we have proceedings to enforce, I don't want to
3 be in a position where I am telling you later what I'm telling
4 you now, which is I don't think this is clear enough to support
5 contempt remedies.

14:19:23

6 So you can go through the specific things that he's
7 done. Sometimes it's difficult, because when you get specific
8 there may be ways to weasel around it and you legitimately
9 worry about that. But I don't want to have -- Ms. Speth
10 recalls I have lengthy enforcement proceedings before, and I
11 don't want to either put myself or the litigants through
12 lengthy and costly enforcement proceedings to find out then
13 that the language is too broad to support contempt remedies.

14:19:48

14 Now, I understand the time urgency of this and I will
15 move as quickly as I can. I have asked you to do two things.
16 When can you get them done? One is a legal brief and the other
17 is tweaking this injunctive language to make it more narrow.

14:20:12

18 MR. KUNZ: I think we can narrow the injunction
19 language within two weeks and brief within a month.

20 THE COURT: Okay. I mean, if you had it done
21 tomorrow, I'd have a ruling for you in a couple of days. But
22 if you want to take a month, that's up to you.

14:20:29

23 I will tell you what I will do. Since the time
24 urgency is entirely yours, and I am committed to acting as
25 promptly as possible once I have this information from you, I'm

14:20:49

) 1 content not to set a deadline because you will be motivated for
2 your client's interest to get it done sooner rather than later.

3 I hope you would not take a month unless, of course,
4 if you have reached an accommodation with Mr. Richeson that
5 takes the time urgency away, then, of course, you don't have
6 the time pressure. Is that the situation you are in right now
7 with Mr. Richeson?

8 MR. KUNZ: We have not reached an agreement with Mr.
9 Richeson, but I would like the Court to know that if Mr.
10 Richeson would agree to an appropriate permanent injunction, we
11 would dismiss immediately.

12 THE COURT: That sounds like a discussion you all
13 should have in that room right outside the doors after we
14 recess. You may be able be to work all of this out.

15 All right. I think I'm not going to set a deadline.
16 I'm going to leave it to you, Mr. Kunz, to -- actually, I am
17 not going to set a deadline, but I don't want this to drift off
18 indefinitely. If you think you are going to have something
19 resolved I want to have it resolved or come back and file these
20 briefs. Without setting a firm deadline, I'd like to know this
21 is resolved within a month. All right? I'm not setting a
22 deadline, but if you don't get a settlement, then file this
23 more narrow injunction language and the jurisdictional
24 briefing. And I will act on it quickly.

25 So all right. Now, Mr. Richeson, have you pretty much

14:21:11

14:21:28

14:21:41

14:22:05

14:22:22

1 understood the way this ends right now?

2 MR. RICHESON: Oddly, I followed everything to the
3 end. I actually understand it all.

4 THE COURT: All right. All right. So then it is
5 ordered, with the agreement of the plaintiff, that the
6 application for preliminary injunction is taken under
7 advisement pending the receipt of further briefing and a
8 revised form of draft preliminary injunction from the
9 plaintiffs and the further documentation to be filed within a
10 month.

14:22:38

14:23:07

11 It is further ordered that with consent of the
12 defendant, the temporary restraining order is continued in
13 effect until the Court rules after receipt of those further
14 filings from the plaintiff.

15 Is there anything I have left out, Mr. Kunz?

14:23:21

16 MR. KUNZ: No. I appreciate understanding about the
17 TRO. Thank you for elaborating that.

18 THE COURT: All right. If there's nothing else, then
19 we will be adjourned for the day.

20 MR. KUNZ: Thank you.

14:23:36

21 (Proceeding recessed at 2:23 p.m.)

22

23

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5
6 C E R T I F I C A T E
7

8 I, LAURIE A. ADAMS, do hereby certify that I am duly
9 appointed and qualified to act as Official Court Reporter for
10 the United States District Court for the District of Arizona.

11 I FURTHER CERTIFY that the foregoing pages constitute
12 a full, true, and accurate transcript of all of that portion of
13 the proceedings contained herein, had in the above-entitled
14 cause on the date specified therein, and that said transcript
15 was prepared under my direction and control.

16 DATED at Phoenix, Arizona, this 30th day of September,
17 2010.

18

19 s/Laurie A. Adams

20

Laurie A. Adams, RMR, CRR

21

22

23

24

25

Tuesday, July 29, 2014 at 12:37:15 PM Central Daylight Time

)
Subject: RE: bring forward // trying to beat out pissedconsumer !
Date: Saturday, October 5, 2013 at 10:34:57 PM Central Daylight Time
From: ROR-MonitorAmy
To: westerned@aol.com

This has been done =)

Amy...staff member..

Ripoff Report

PO Box 310, Tempe, AZ 85280
www.ripoffreport.com

From: westerned@aol.com [mailto:westerned@aol.com]
Sent: Friday, October 4, 2013 8:21 PM
To: amy@ripoffreport.com
Subject: bring forward // trying to beat out pissedconsumer !

<http://www.ripoffreport.com/r/The-Dump/Houston-Texas-77037/The-Dump-Steal-your-money-Houston-Texas-1086493>

then tomorrow morning -

<http://www.ripoffreport.com/r/The-DUMP/IRving-Texas-75063/The-DUMP-furniture-store-near-airport-20000-lifetime-cleaning-IRving-Texas-1036792>

)
then, tomorrow evening

<http://www.ripoffreport.com/r/The-Dump-Furniture-Store/Irving-Texas/The-Dump-Furniture-Store-Rude-Customer-Service-along-with-Bait-and-Switch-Tactics-by-Manag-405583>

)
EXHIBIT

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From: annar_richter2003 <annar_richter2003@yahoo.com>
Sent time: 06/10/2014 09:26:03 PM
To: Darren Mitchell <darrenmitchellm@gmail.com>
Subject: Re:

Since Tracey can't call me I will have to wait till I see her on the weekend to find out what else she could use.

Sent from Samsung tablet

----- Original message -----

From Darren Mitchell <darrenmitchellm@gmail.com>
Date: 06/10/2014 9:14 PM (GMT-06:00)
To annar_richter2003 <annar_richter2003@yahoo.com>, Ripoff Report <editor@ripoffreport.com>
Subject Re:

Anna,

I am placing the link to the video I had made for Tracey's contempt of court hearing for Mark Hinshaw.

This was the template he used which made Michael begin to cry like a baby on the stand.

Perhaps, if you see fit, the video should go to Julia.

Then her and Tracey could discuss what would be most helpful at this time ... here is that link:
<http://www.screencast.com/t/jLjiQy1xq>

How many document can Julia bring into Tracey.

Besides the Pageco contract, what else would Tracey find valuable?

I have Michael detailing how he set up his Malaysia entities to hide his ownership interest (which would be Mile 2) these were transcribed by a court reporter and used for evidence when Michael sued me in Utah.

On Tue, Jun 10, 2014 at 6:33 PM, annar_richter2003 <annar_richter2003@yahoo.com> wrote:

Send to me because she won't know why she's getting it. I will meet her at the prison to give to her to bring in and Tracey will go over it with her. Thanks

Sent from Samsung tablet

----- Original message -----

From Darren Mitchell <darrenmitchellm@gmail.com>
Date: 06/10/2014 5:39 PM (GMT-06:00)
To annar_richter2003 <annar_richter2003@yahoo.com>
Subject Re:

EXHIBIT

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Hi Anna,

should I email the documents to Tracey's attorney?

You should go to <http://adobe.com> and under downloads select the adobe reader it is free and will allow you to open the documents.

On Tue, Jun 10, 2014 at 11:42 AM, annar_richter2003 <annar_richter2003@yahoo.com> wrote:
I have been trying to write a comment to the paper but 3 times I had problems. I have to step away and try again later. Anyway Tracey's attorney is seeing her on Friday so if I can get the Pageco by then it would be great.Donna needs to come over and show me why I can't open up the zip files you sent me.

Sent from Samsung tablet

)
AFFIDAVIT

STATE OF Virginia

COUNTY OF James City

John Mathews Pitman being duly sworn according to law, deposes and attests under penalty of perjury to the following:

I, John Mathews Pitman, of Peninsula Plastic Surgery Center, of the City of Williamsburg, State of Virginia, being first duly sworn on oath, state that:

1. I am over 18 years of age and competent enough to testify of my own knowledge of the facts stated herein.
1. All the facts stated by me herein are true, correct and complete to the best of my knowledge and understanding.
1. In December of 2012 an internet campaign by the company Rip Off Report was launched accusing me of illegal acts, immoral behavior, drug use and professional incompetence without any basis in fact and apparently fabricated out of whole cloth. This website's appearance coincided with Tracey Richter losing her appeal of her conviction for first degree murder in 2011. The website appeared to be created to retaliate for my prior testimony and assistance with law enforcement. In Tracey's trial and prior criminal investigation I functioned both as an expert and as a witness. The murder trial of Tracey Richter in 2011 and accusations of accepting bribes and perjury in relation to that trial was mentioned prominently in the website. My allegedly illegal acts were also linked to pictures of the SAC County prosecutor Benjamin Smith in essence creating an appearance of a criminal conspiracy and public corruption. No factual basis of any kind was mentioned in the website pages as a source for any of these allegations of criminal behavior or professional misconduct. In addition the website accused me of illegal drug use, inappropriate relationships with patients, and deteriorating surgical abilities. Again no evidence was offered to support such accusations. The website was designed so that any search for me on the internet would yield the Rip-off Report site as one of the first (if not the first) listing seen on the most commonly used search engines Google, Yahoo, and Bing (as examples).
1. At the time the internet campaign was launched my gross practice income was approximately \$850,000 annually. My practice expenses were approximately \$700,000 annually. The majority of expenses were devoted to employee payroll and benefits.

)
EXHIBIT

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1. I had 11 full and part time employees at the time the internet campaign was launched, some of my employees had worked in my practice for more than 10 years. They enjoyed highly competitive salaries and significant benefits based on length and quality of service.
1. My practice income in 2012 was derived from approximately 60% cosmetic surgery cases and cosmetic services, 40% reconstructive surgery cases.
1. As a practice, we enjoyed an excellent reputation in the community as evidenced by a high frequency of patients who returned for additional procedures as well as a very high patient satisfaction rate by our own internal measures (90%+), a very high booking rate (approx.. 85%) and a very low cancellation rate (<5%).
1. Once the website appeared the cosmetic side of the practice rapidly and precipitously declined as evidenced by case numbers that decreased from around 90 cosmetic cases in 2012 (which was our average for the preceding 3 years) to 15 cosmetic cases total in 2013. Additionally a large number of non-cosmetic cases cancelled surgery or failed to follow up after initially being seen, a trend which worsened later in 2013 and became highly acute in 2014. This was also previously unprecedented in our experience. Finally, several patients cancelled surgery after making payment for services in advance, something we had virtually never experienced before.
1. My practice income dropped from approximately \$800,000 in 2012 to approximately \$380,000 in 2013, to \$150,000 so far in 2014.
1. The income drop has led to innumerable financial calamities and threaten the very existence of my livelihood, a livelihood that has been a product of 12 years of difficult and highly selective postgraduate training and 16 years of private practice.
1. My personal income has been reduced to essentially zero requiring multiple loans from friends and family to provide for myself and my 3 children, 2 of them minor children.
1. Because of the inability to maintain my practice income 8 of my full and part time employees have lost their jobs and in most cases have been unable to find equivalent work and/or income. My office manager currently works essentially for free, (like me), as we attempt to navigate our way through this devastating period. All other employees are part time. Virtually all employee benefits have been eliminated.
1. As a result of this lost income I have endured having my automobiles repossessed,

)
my office in Newport News being foreclosed upon, and multiple judgments due to nonpayment of many business related debts. I have been arrested over a failure to pay City of Williamsburg taxes, and I have endured innumerable federal and State of Virginia and City of Williamsburg tax liens, levies and garnishments.

1. My 2 minor children's attendance at Providence Classical School has been seriously threatened and at this time I am 18 months behind on their tuition payments and they are attending only through the willingness of the school to help and loans (anonymously) from other families. My eldest minor child is a high achiever and has enjoyed invitations to apply to multiple colleges listed in Us News and World Reports Top Universities in America including my *alma mater* Northwestern University. At this time there is no way to afford to pay for his attendance at any of these universities and because of my now extremely poor credit, loans are not an option. It is unclear how he will attend college next fall as no tuition, no matter how small, is affordable at this time.
1. I lost my malpractice coverage due to an inability to make payments and as a result lost admitting privileges at the largest hospital I previously covered and was no longer able to participate in a rapidly developing and highly successful abdominal wall reconstruction service I was developing in conjunction with the general surgery service, a major source of non-cosmetic surgery income.
1. Prior to the Rip Off Report website's appearance I was enjoying a substantial rise in stature professionally as I previously served on numerous committees for AAAASF, ASAPS, ASPS, and PSEF. I also taught several courses at national meetings for ASAPS and ASPS and made a number of scientific presentations at those meetings.
1. The Rip Off Report website and associated loss of income has halted these activities and threatened my very membership in them. I can no longer afford to attend committee meetings and am unable to participate in any committee activity. More worrisome I have been unable to pay my annual dues to ASAPS and ASPS. This has devastated my professional career and reputation as a national expert in OR safety, OR accreditation, and expert in DVT and VTE. I can no longer afford to attend required CME events such as national meetings on a regular basis. This is required for licensure and maintenance of privileges.
1. I am a 25 year current Army reservist 61J and 61L (General Surgeon and Plastic Surgeon respectively). Because of the previous stability of my practice financially I was able to mobilize on 4 separate occasions to Walter Reed Army Medical Center in support of Operation Iraqi Freed and Operation Enduring Freedom. Innumerable patients with devastating war injurie were cared for by me and the Plastic Surgery Division. During each mobilization I was able to bring numerous new techniques and procedures to the Army medical Corps, resulting in

numerous awards and commendations and a rise to the rank of COLONEL. This is the highest rank achieved by any 61L (Plastic Surgeon) in history with the exception of two individuals. My military career advancement has been essentially halted due to my inability to afford the cost of further mobilizations, attend required courses to advance in rank further or to afford to travel to assume a command. I had been selected to be a member of the highest level medical brigade, located in Kansas City, and was forced to find a lower echelon unit to join to avoid separation from the Army. As my mandatory retirement date approaches the opportunity to recover from this is rapidly vanishing with the attendant loss in income and prestige.

1. The resultant stress, both physical and emotional and distress has been severe difficult to underestimate. My employees have had their paychecks repeatedly delayed and are in fear of losing their jobs. My children are severely distressed over possibly being forced to leave the school they love and their school friends. This has caused me continuous anguish and emotional distress.

(Printed Name of Affiant) John Mathews Pitman

(Signature of Affiant) _____

(Address of Affiant) 324 Monticello Avenue, Williamsburg, Va. 23185, Newport News, Virginia 23608

NOTARY CERTIFICATION

SWORN to and subscribed before me, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

)
From: Peter W. Berger pbergerlaw@mediacombb.net
Subject: Berger follow-up and Mead meeting.
Date: September 4, 2014 at 9:39 AM
To: Benjamin John Smith attorney@saccounty.org
Cc: Scott.Brown@iowa.gov

)
Ben,

I am writing to follow-up on the email below, and to provide information about your apparent great concern over the Meade "meeting". Both parties were well within their rights to do that, and your concern is misplaced especially because you have no idea what it was about.

First, as to the email below, there was a post by Brewington approximately two weeks ago or so, stating that "it" will all come out in the indictments on the 29th. That was the Friday before Labor Day wkd. He knew one or more charges (not indictment) was going to be filed, which it may well have been on the 29th, with the Clerk of Court accepting it on September 2, before noon, the first business day after the long holiday weekend.

Then, A. Roberts, within an hour or so, after the EDMS time-stamp on the Trial Information, published on Twitter a "screen shot" of it, which was not public record. When I called the Clerk, she was very discrete and would not tell me anything, other than to look at the public website. When I checked lowcourts.gov it was not there.

)
How did Brewington and A. Roberts get information not made available to the public; which they immediately used in a public forum against people involved in this situation, including the very person you charged, Mr. Meadell! Doesn't that concern you? A. Roberts and Brewington are very active on the internet about these issues. As I told you before there are significant concerns that he/they were privy to information adverse to my client/s, that was publicly shared.

If he/they appear to have access to information from your office (including what we believe were records obtained by County Attorney Subpoena). It appears that such infomation is being used civilly on the internet against my client/s, and already against Meade who you charged!

There clearly exists an appearance of impropriety on your part, (gauged by the applicable standard, which is the layman's view of what you are doing, designed to protect the integrity of the legal system) because the actions of Brewington, and A. Roberts overlap with perceived personal gain by you.

That is highlighted again, by what you published before in the 122 page unsealed search affidavit, and the 915 alleging extortion etc, and the charge against Meade that was leaked. The recipient/s of the leak didn't even get the information straight, because the charge by you is characterized as an Indictment, which it does not appear to be. That leak, and the way it was characterized by them, gave greater weight to the veracity of your charge (that a grand jury was convened comprised by a panel of citizens determining there was sufficient evidence for an indictment- which was apparently not the case), claiming there was an indictment forthcoming, and then again when the charge was filed. That already has, to some extent accomplished what would appear to an outsider, to be your goal to cause damage to Mr. Magedson, and the website he was founder of, without really having to file anything (because there wouldn't be legal grounds to do so anyway you did. conviction would be at best doubtful on legal and factual grounds). It has not bee

)
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to file any charge against my client/s, but the mere threats of same, and the allegations made public in the search affidavit and 915 Motion, and published by person/s affiliated with your office in some way, and who are in opposition to my client/s, accomplished the same purpose.

Now to the "meeting" with Meade you were so upset about, and even asked me "tell me you didn't know about it...."

Xcentric publicly committed to investigate Meades' posts on Ripoff Report. Mr. Magedson and an attorney briefly met with Mead to impress upon him that Xcentric is investigating his posts and that in order to properly do that, he should come forward with direct proof of the statements in the posts if he has such proof.

That is responsible actually, and consistent with my previous offer last month in that regard to "vet" the complaints. I specifically offered a national service at Xcentric's expense to determine what should be retracted and/or clarified, but while you said you were considering that, you went ahead and filed for the 915 injunction, thereby publishing more damaging unsubstantiated "information" about my client/s.

I am writing this to alleviate your concern about the "meeting" which was not illegal or designed to promote any "illegal" activity, but more importantly to call to your attention again what looks like a serious breach of confidential information by your office potentially; and the further reason/s why you should move to have a special independent prosecutor appointed; and/or engage the sole and independent counsel of the Iowa Attorney General's Office. You and my clients have been involved in these issues for years. I have been local counsel for approximately 5 weeks. I can't imagine, despite all the hours you have spent on the Richter case, and your apparent feelings about it, and with what is transpiring now, that any lawyer can remain involved as you are.

The significant ethical considerations raised now, and before; the waste of resources of your constituents; and the distraction; all over valid concern raised herein should hopefully cause you to reconsider you position. You emailed me before about not backing down or being threatened (paraphrasing here, but close). No one is threatening anything, if anything it has been the reverse. Any lawyer I know, including myself would distance him or herself from the any professional connection to and with these issues raised now and before.

If you have any questions or concerns about what is written here, I am always available by phone or email to discuss same.

Peter

From: Peter W. Berger [mailto:pbergerlaw@mediacombb.net]
Sent: Wednesday, September 03, 2014 11:54 AM
To: 'Benjamin John Smith'
Subject: Berger question

Ben,

Anthony Roberts posted a screen shot yesterday of the Trial Information charging Mr. Meade. The

) Clerk of Court wouldn't tell me if anything was filed, but referred me to the public record on lowacourts.gov It isn't there which I would think means the security level is raised due to warrant or request for same. I would like to know two things if you would:

1. Assuming the A. Roberts screen shot wasn't photo shopped, and the TI was filed yesterday, how did he get it, if I can't?
2. Is this about the Progenex case as A. Roberts is tweeting, or about what we are working on. If so, is there anything else you are willing to tell me about Mr. Magedson being charged or not. With what I know, I do not think he should be, but I am requesting what you are willing to tell me.

) Thanks. And, please refer over that strange murder case lol. Right up my alley.

Pete

From: Adam <adam@ripoffreport.com>
Sent time: 10/11/2013 12:42:33 PM
To: Anette <Anette@ripoffreport.com>; westerned@aol.com
Subject: RE: Fiscal Cliff

)
In the words of the great Darren Meade

OOOOOHHHHHHH YEAAHHHHHHHHHHHHHHHH

From: Anette [mailto:Anette@ripoffreport.com]
Sent: Friday, October 11, 2013 10:40 AM
To: westerned@aol.com; adam@ripoffreport.com
Subject: RE: Fiscal Cliff

Love it!

From: westerned@aol.com [mailto:westerned@aol.com]
Sent: Thursday, October 10, 2013 10:17 PM
To: adam@ripoffreport.com; anette@ripoffreport.com
Subject: Fwd: Fiscal Cliff

from my brother ..

-----Original Message-----

From: Gary E. Magedson <gary@flowersbyimpulse.com>
To: Gary Magedson <gary@flowersbyimpulse.com>
Sent: Thu, Oct 10, 2013 11:18 am
Subject: FW: Fiscal Cliff

This is 100% accurate and couldn't be explained any simpler!!!

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June 21, 2011

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ARTHUR SCOTT CONNELLY,
an individual, dba
Body Rx,

CASE NO. 30-2011-
00453171

Plaintiff,

vs.

DOES 1 through 25,
inclusive,

Defendants.

~~~~~

DEPOSITION OF  
DARREN MITCHELL MEADE  
VOLUME I

June 21, 2011

10:19 a.m.

16255 Ventura Boulevard  
Suite 600  
Encino, California

Karin E. Glaab, CSR No. 2638

  
**ESQUIRE**  
an Alexander Gallo Company

Toll Free: 800.755.1880  
Facsimile: 714.708.0402

535 Ant  
Costa Me  
www.esquires

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exhibitclicker.com

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June 21, 2011

2

APPEARANCES OF COUNSEL

For Plaintiff:

PICK & BOYDSTON LLC  
ERIK SYVERSON, ESQ.  
617 South Olive Street, Suite 400  
Los Angeles, California 90014  
213.624.1996  
213.624.9073 Fax

Also Present:

ARTHUR SCOTT CONNELLY (Present at pages 81, 82,  
83, 165)

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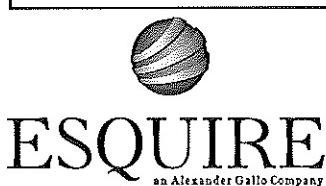
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3 WITNESS: DARREN MITCHELL MEADE  
4 EXAMINATION

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5 By Mr. Syverson 8  
6

7 INFORMATION REQUESTED  
8 (None)  
9

10 WITNESS INSTRUCTED NOT TO ANSWER  
11 (None)  
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## INDEX TO EXHIBITS

| Exhibit | Description                                                                                                                                                                                                                                            | Page |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| A       | Three-page copy of Deposition Subpoena for Personal Appearance and Production of Documents and Things; copy of one-page Facsimile Cover Sheet, dated June 14, 2011, to Darren Meade from Erik S. Syverson                                              | 8    |
| B       | Copy of four-page letter, dated September 28, 2010, to Ms. McNiff of GenXXL.com from Erik Syverson                                                                                                                                                     | 86   |
| C       | Copy of two-page letter, dated October 5, 2010, to Ms. McNiff of GenXXL.com from Erik Syverson                                                                                                                                                         | 87   |
| D       | Copy of four-page letter, dated November 29, 2010, to Anonymous Speech from Erik Syverson                                                                                                                                                              | 93   |
| E       | Copy of one-page Summons; copy of 23-page Complaint                                                                                                                                                                                                    | 99   |
| F       | Copy of eight pages, consisting of: two pages from J.J. Photocopy Service; subpoena issued to Google for identifying information related to DeathbyBodyRx@gmail.com and Google's response                                                              | 102  |
| G       | Copy of 12 pages, consisting of: document entitled Fax, dated 5/19/11; Facsimile Cover Sheet, dated May 4, 2011 to Cox Communications, Inc.; Deposition Subpoena for Production of Business Records submitted to Cox Communications and their response | 106  |
| H       | Copy of three-page letter, dated January 24, 2011, to PRLog.org from Erik Syverson                                                                                                                                                                     | 108  |

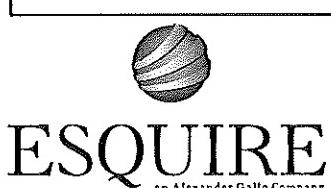
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1 INDEX TO EXHIBITS (Continued):  
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| 3 Exhibit | 4 Description                                                                                                             | 5 Page |
|-----------|---------------------------------------------------------------------------------------------------------------------------|--------|
| 4 I       | 5 Copy of three-page letter, dated<br>January 18, 2011, to PitchEngine<br>from Erik Syverson                              | 108    |
| 6 J       | 7 Copy of four-page letter, dated<br>January 18, 2011, to Maxo Group,<br>Ltd., from Erik Syverson                         | 109    |
| 8 K       | 9 Copy of three-page letter, dated<br>January 18, 2011, to PRLog.org<br>from Erik Syverson                                | 110    |
| 10 L      | 11 Copy of three-page letter, dated<br>January 15, 2011, to TopMuscleGain<br>from Erik Syverson                           | 111    |
| 12 M      | 13 Three-page copy of e-mail from<br>Darren M. Meade to Scott Connally<br>and Vincent Andrich, dated March 29,<br>2011    | 114    |
| 14 N      | 15 Two-page copy of e-mail chain, the<br>top one from A6@Ventropoly.com to<br>Darren M. Meade, dated February 17,<br>2011 | 119    |
| 17 O      | 18 One-page copy of e-mail chain, the<br>top one from Michael Brown to Ryan<br>Page and others, dated December 6,<br>2010 | 124    |
| 19 P      | 20 Two-page copy of e-mail from Ryan<br>Page to Michael Roberts and others,<br>dated December 9, 2010                     | 125    |
| 21 Q      | 22 Copy of one-page e-mail from<br>Adam@XVulture.com to Ryan Page<br>and others, dated November 23, 2010                  | 126    |
| 23 R      | 24 Copy of one-page e-mail from Aaron<br>Thomas, dated September 29, 2010,<br>to Adam@XVulture.com and others             | 127    |

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| 4  | Exhibit | Description                                                                                                                                                            | Page |
|----|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 5  | S       | Two-page copy of e-mail from Adam@XVulture.com, dated September 29, 2010, to Darren Meade and others                                                                   | 128  |
| 6  | T       | Two-page copy of e-mail chain, the top one from Darren M. Meade, dated June 20, 2011, to DMeade@Kairos-Meade.com                                                       | 129  |
| 7  | U       | Copy of one-page e-mail from Ryan Page, dated February 10, 2011, to Darren M. Meade                                                                                    | 131  |
| 8  | V       | Copy of one-page e-mail from Adam@XVulture.com, dated January 7, 2011, to Darren Meade                                                                                 | 135  |
| 9  | W       | Two-page copy of e-mail chain, the top one from Ryan Page, dated January 5, 29011, to DMeade@Kairos-Meade.com                                                          | 136  |
| 10 | X       | Copy of one-page e-mail chain, the top one from Adam@XVulture.com, dated January 5, 2011, to Darren Meade and others                                                   | 138  |
| 11 | Y       | Copy of one-page e-mail from Bella Fitzgerald, dated January 5, 2011, to Darren Meade                                                                                  | 139  |
| 12 | Z       | Copy of one-page e-mail from Adam@XVulture.com, dated January 2, 2011, to Ryan Page; copy of six-page document entitled MET-Rx Man, Dr. Scott Connelly: True and False | 140  |
| 13 | AA      | Copy of one-page e-mail from Adam@XVulture.com, dated January 2, 2011, to Aaron Thomas                                                                                 | 149  |
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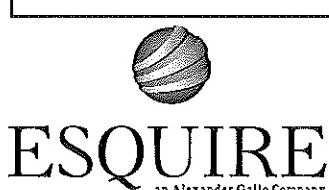
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1 INDEX TO EXHIBITS (Continued):  
2

| 3  | Exhibit | Description                                                                                                                 | Page |
|----|---------|-----------------------------------------------------------------------------------------------------------------------------|------|
| 4  | BB      | Copy of one-page e-mail from Ryan<br>Page, dated January 2, 2011, to<br>Aaron Thomas                                        | 150  |
| 6  | CC      | Copy of one-page e-mail from Aaron<br>Thomas, dated December 24, 2010,<br>to Ryan Page and others                           | 153  |
| 8  | DD      | Copy of one-page e-mail from<br>Adam@XVulture.com, dated December 21,<br>2010, to Darren Meade                              | 153  |
| 10 | EE      | Three-page copy of e-mail chain,<br>the top one from Darren M. Meade,<br>dated June 20, 2011, to<br>DMeade@Kairos-Meade.com | 157  |

12  
13 (Original exhibits included with original transcript)  
14  
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1 DEPOSITION OF DARREN MITCHELL MEADE

2 June 21, 2011

3

4 DARREN MITCHELL MEADE,

5 having been first duly sworn, testifies as follows:

6 EXAMINATION

7 BY MR. SYVERSON:

8 Q. Mr. Meade, thank you for being here today for  
9 your deposition. My name is Erik Syverson. I am the  
10 lawyer for the plaintiff in this matter.

11 This is the matter of Arthur Scott Connelly  
12 versus Does one through 25. This case is filed in  
13 Orange County at the Central Justice Center, and the  
14 case number is 30-2011-00453171.

15 And, as you know, we served you with a  
16 deposition subpoena for you to appear here today and  
17 also bring documents and provide testimony with regard  
18 to the facts of this matter.

19 At this point, as an initial matter, I would  
20 like to mark as Exhibit A the deposition subpoena.

21 (Exhibit A marked.)

22 BY MR. SYVERSON:

23 Q. And I will come back to this shortly. As an  
24 initial matter, Mr. Meade, again, thank you for being  
25 here today. Let me ask you: Have you ever had your



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1 deposition taken before?

2 A. Yes.

3 Q. And how many times?

4 A. Twice.

5 Q. Okay. And when were those depositions  
6 approximately?

7 A. 1996 and 1998.

8 Q. Okay. And what did those depositions relate  
9 to?

10 A. They related to a company called MET-Rx --

11 Q. Okay.

12 A. -- and my partnership with that company.

13 Q. Okay. And do you remember briefly what that  
14 case was about?

15 Well, let me ask you this. Were you a party?  
16 Were you a defendant or a plaintiff in that matter?

17 A. Plaintiff.

18 Q. Okay.

19 THE REPORTER: Could you spell MET-Rx.

20 THE WITNESS: M-E-T hyphen R-x.

21 BY MR. SYVERSON:

22 Q. And did the subject matter of those depositions  
23 have anything to do with the subject matter of this  
24 deposition with respect to the documents that I asked  
25 you to bring here today?



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1 A. No.

2 Q. Okay. So it's been approximately 14 years, 13,  
3 14 years since you have last had your deposition taken.

4 A. Correct.

5 Q. So you probably don't need me to tell you this.  
6 You probably remember, but I will give you a brief  
7 refresher as far how a deposition works and the  
8 mechanics.

9 We have a court reporter here today taking down  
10 our conversation, all the questions and answers. And,  
11 of course, because the court reporter is taking down our  
12 conversation, it's important that we only speak one at a  
13 time.

14 In natural conversation, of course, sometimes  
15 you may know where I am going or anticipate a question  
16 and jump in and talk over me or vice versa. I may cut  
17 you off. We'll try to do a good job of not doing that  
18 here today so we make life easier for the court  
19 reporter.

20 If you don't understand something, this isn't a  
21 race here today. We have plenty of time. Simply tell  
22 me. If you need a break, let me know. We'll take a  
23 lunch break at some point.

24 Is there any reason why you can't provide me  
25 with your best testimony here today?



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1 A. No, but I want to disclose I take five  
2 different heart medications which can make me dizzy at  
3 times, and also they affect my memory at times.

4 Q. Okay. Thank you for telling me that. I want  
5 you to know, if you do feel dizzy or you need to take a  
6 break, of course, tell me.

7 Those medications, could you briefly tell us  
8 what those medications are, if they are for -- they have  
9 to do with your heart?

10 A. Yeah. I had a triple dissection of my aorta  
11 three years ago from an accident. I was in a coma for  
12 three weeks. They had to rebuild my aorta.

13 So I am on five different blood pressure  
14 medications to make sure that I don't blow out the  
15 aorta. So there is metoprolol, Nordisk, a diuretic that  
16 I don't remember the name of, and a calcium blocker as  
17 well.

18 If you need them, I can look at the  
19 prescription bottles tonight and give you the actual  
20 names.

21 Q. Okay. I don't think we will need that. I just  
22 want to get an idea now.

23 Are you on any other type of medication here  
24 today other than what you listed?

25 A. No.



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1       Q. And you haven't taken any illegal drugs or  
2 alcohol before this deposition?

3       A. No.

4       Q. Okay. Do you have any sort of cognitive  
5 disabilities or damage that would prevent you from  
6 providing your best testimony here today, aside from  
7 what you already told me that you have memory problems  
8 from time to time?

9       A. No. That's why I have a diary that I kept  
10 during my tenure as CEO of Progenex, which I can provide  
11 at a later time.

12       Q. And we'll get to that later, but you functioned  
13 as the CEO of the company after your accident and while  
14 taking these medications that you just told me?

15       A. Correct.

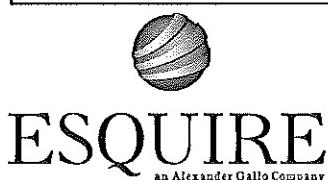
16       Q. Okay. Okay. Well, before we start, do you  
17 have any other questions about how the deposition will  
18 function?

19       A. No. I appreciate you explaining the rules  
20 again.

21       Q. Okay.

22       A. And I will try to not speak over you.

23       Q. Okay. Well, with that, then, I will provide  
24 you with a copy of Exhibit A here which is simply the  
25 deposition -- what we call the deposition notice.



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1           Did you receive this?

2       A. Yes, sir.

3       Q. Okay. And how did you receive this?

4       A. Via e-mail. Now, it might have come over  
5 through my fax which is through an eFax number.

6       Q. Okay. And did you receive the fax at the 14  
7 Monarch Bay Plaza address?

8       A. Actually, I opened it at my home address.

9       Q. Okay. Could you provide us with your home  
10 address?

11      A. 22318 Third Avenue. It's in Laguna Beach  
12 92651.

13      Q. And is that a house or an apartment?

14      A. House.

15      Q. Okay. And how long have you lived there?

16      A. Eight years.

17      Q. Can I ask you real quick: Do you have a  
18 driver's license? Do you drive?

19      A. Yes.

20      Q. Okay. So you are not impaired from driving due  
21 to your medical condition.

22      A. No.

23      Q. Okay. So I take it, when you received this by  
24 fax, you reviewed the subpoena.

25      A. I looked at it briefly.

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1       Q. Did you -- could I ask you to turn to page  
2 three which is labeled Attachment 3, and this includes  
3 seven requests for categories of documents.

4             Did you review this before coming here today?

5       A. Yes.

6       Q. Okay. And were you able to locate documents  
7 responsive to these requests?

8       A. The majority of these. Not the Death by BodyRx  
9 request.

10      Q. Okay. So number three, you weren't able to  
11 locate any responsive documents?

12      A. Correct.

13      Q. Okay. And as we discussed previously, we will  
14 go over the documents you brought with you in the  
15 afternoon.

16      Okay. So putting Exhibit A aside, let me just  
17 get into some general background information, and let's  
18 start at the beginning with your date of birth.

19      A. January 3rd, 1967.

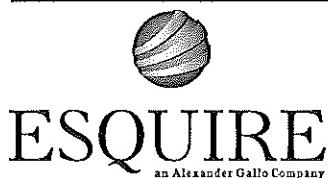
20      Q. And where were you born?

21      A. Fullerton, California.

22      Q. And did you grow up in the Fullerton area?

23      A. I grew up actually in Northern California in  
24 Pleasanton.

25      Q. Okay. And where did you go to high school?



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1 A. I went to three different high schools, so  
2 Amador, Foothill, and Venture.

3 Q. And what cities are they in? Are they all in  
4 Northern California?

5 A. They are all in Northern California,  
6 Pleasanton, San Ramon, and Dublin.

7 Q. Okay. What year did you graduate high school?

8 A. 1986.

9 Q. And what high school did you graduate from?

10 A. Venture High School.

11 Q. Okay. And after that, did you go on to  
12 college?

13 A. No.

14 Q. Okay. So did you begin to work?

15 A. Yes.

16 Q. Okay. And what did you begin to do for work  
17 in -- this is 1986?

18 A. 1986. I began in insurance sales.

19 Q. Okay. And who did you work for?

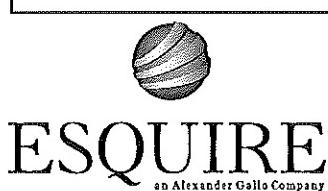
20 A. Walthall and Walthall, W-a-l-t-h-a-l-l.

21 Q. Okay. And where is that office or where was  
22 that office?

23 A. Pleasanton, California.

24 Q. Okay. And what type of insurance did you sell?

25 A. Life, disability and some annuities.



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1 Q. How long did you work for -- Walthall and  
2 Walthall?

3 A. Walthall and Walthall, yes, sir.

4 Q. Very hard to say. How long did you work for  
5 them?

6 A. Two years.

7 Q. Okay. And after that, where did you work?

8 A. I moved to Southern California and went to work  
9 for Sunmac Medical.

10 Q. And when was that roughly?

11 A. 1989 to '91.

12 Q. What did you do for Sunmac Medical?

13 A. I started off as a sales rep and became the  
14 general manager of operations.

15 Q. What does Sunmac Medical do?

16 A. Sold durable medical equipment.

17 Q. All right. After Sunmac Medical, where did you  
18 go?

19 A. To MET-Rx.

20 Q. Okay. And what year was that?

21 A. '91.

22 Q. 1991 you start at MET-Rx.

23 A. Correct.

24 Q. And what was MET-Rx or what is MET-Rx? Well,  
25 strike that.



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- 1           What was MET-Rx in 1991?
- 2       A. A sports nutrition company.
- 3       Q. Okay. What kind of stuff did they sell?
- 4       A. It was called MET-Rx which was an engineered
- 5       food at the time, startup company.
- 6       Q. Where was it located?
- 7       A. Initially in Costa Mesa, California.
- 8       Q. Uh-huh. You said initially, so did it move at
- 9       some point?
- 10      A. We moved to Irvine, California.
- 11      Q. And when was that?
- 12      A. '92 or '93.
- 13      Q. Okay. And what was your position there in '91
- 14      when you started?
- 15      A. A partner in the company.
- 16      Q. You were a partner.
- 17      A. Correct.
- 18      Q. You had an ownership interest.
- 19      A. Yes.
- 20      Q. Who were the other partners?
- 21      A. Dr. Scott Connelly, Fred Bagatourian.
- 22      Q. Anyone else?
- 23      A. No.
- 24      Q. So the three of you.
- 25      A. Yes.



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1           Q. Okay. Was this -- what was your -- how did  
2 this come about? Did you meet one of the other  
3 partners, Connelly or Bagatourian?

4           A. I had met Dr. Connelly through Lee Labrada.

5           Q. Who is Lee Labrada?

6           A. Lee Labrada at the time was one of the top body  
7 builders in the world. And Dr. Connelly and Lee Labrada  
8 were looking into opening a gym in Costa Mesa,  
9 California.

10          Q. I see. Were you a body builder at the time, or  
11 did you work out, or were you in that culture?

12          A. Yes. Lee Labrada was actually my idol and body  
13 builder.

14          Q. Okay. So you met Dr. Connelly through Labrada,  
15 and you became a partner in MET-Rx, a startup company.

16          Now, did you have to put money into the  
17 company?

18          A. No. Sweat equity.

19          Q. Okay. And what was your partnership share  
20 initially?

21          A. A third.

22          Q. Okay. And your sweat equity, what were your  
23 duties?

24          A. Sell the product, expand the market cap.

25          Q. So you had a sales position initially.

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1 A. Correct.

2 Q. Okay. And do you know how much money the other  
3 two partners put into the company?

4 A. I'm not sure what Scott put into it. Fred  
5 Bagatourian didn't put in any money into the company.

6 Q. Okay. And so it's a sports nutrition company.  
7 How did -- and they made sports nutrition products. Do  
8 you know how they were made or manufactured?

9 A. Yes. They were manufactured at Vitex Foods  
10 which was in Los Angeles.

11 Q. Okay.

12 A. And it was just a single product at the time.

13 Q. What was that product?

14 A. It was called MET-Rx. So it was the first meal  
15 replacement powder.

16 Q. It was a powder.

17 A. Correct.

18 Q. Okay. How long did you work at MET-Rx?

19 A. A little over three years.

20 Q. '91 to '94?

21 A. Correct.

22 Q. And you were in charge of sales that whole  
23 time?

24 A. Yes.

25 Q. And do you know roughly what sales were in '91

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1 as compared to '94?

2 A. Went from 1 million to 40 million.

3 Q. Okay. And you played a big role in that as  
4 head of sales?

5 A. Correct.

6 Q. Did you travel a lot?

7 A. Every weekend.

8 Q. Okay. And what would you do to make sales?

9 Would you go to body building events, for example?

10 A. Body building events. There was another entity  
11 called Myo Systems which was also a distributor for  
12 MET-Rx. They just handled direct response.

13 I was bringing it out into the marketplace, so  
14 I landed the GNC contract, which at the time was the  
15 largest contract you could do in sports nutrition,  
16 because they primarily had all the real estate. People  
17 used to shop at malls back then, and they had all of the  
18 real estate inside the malls.

19 Q. I see. So the MET-Rx product was sold in  
20 GNC's.

21 A. Correct.

22 Q. Okay. And what was your annual compensation  
23 when you left in '94, approximately?

24 A. It was around \$15,000 a month, plus profit  
25 sharing.



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1 Q. And do you know what the profit sharing was for  
2 that last year?

3 A. No, because we wound up in litigation over the  
4 profit sharing, so I'm not sure what the exact numbers  
5 are. I could check them and get that information, if  
6 you need it.

7 Q. And is that the litigation you referred to  
8 earlier where you had your deposition taken?

9 A. Correct.

10 Q. Okay. And you were a plaintiff in that case?

11 A. Correct.

12 Q. And who were the defendants?

13 A. MET-Rx USA and Scott Connelly.

14 Q. Okay. So is that why you left in '94, this  
15 disagreement over profit sharing?

16 A. Correct.

17 Q. Okay. If you can answer, maybe you can't --  
18 perhaps there is a confidential settlement in place --  
19 but what was the outcome of that litigation?

20 A. There is a confidential settlement on it, but I  
21 believe it expired. I believe it was for ten years.

22 Q. Okay.

23 A. I'm not sure.

24 Q. Well, I won't ask you any further on that.

25 Maybe we'll come back to that later.



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1           A. Okay. And I should say the position of MET-RX  
2 was that I was terminated from the company.

3           Q. Okay. What was your position?

4           A. I was a partner, vice president, business  
5 development.

6           Q. So I take it that means you were of the  
7 position that you could not be terminated or that you  
8 were not terminated?

9           A. Yeah. That was the lawsuit.

10          Q. And we won't spend a lot of time on this,  
11 but -- well, how did that disagreement first take shape  
12 with regard to -- it was the company's position that you  
13 were terminated, and it was your position that you  
14 weren't.

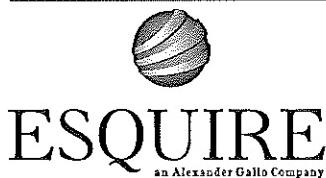
15          Can you give me some background on just  
16 generally factually how it -- how that took hold.

17          A. The company went and incorporated in Nevada,  
18 and the new entity fired me. I think the easiest way to  
19 explain it is, I was 26, probably a little bit brash.

20          Dr. Connelly and I, I guess it was kind of like  
21 a marriage, kind of good, kind of bad, and we litigated.

22          In fact, where we are having this deposition  
23 right now, Sam Krane was Dr. Connelly's counsel.

24          But when we finalized things legally, we never  
25 said a bad word about each other over 15 years until



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1 this Progenex issue came up.

2 Q. Okay. So after you leave MET-Rx in '94, what  
3 do you do then?

4 A. Took a few years off, and then I started a  
5 consulting firm called Kairos-Meade, K-a-i-r-o-s hyphen  
6 and then my last name, M-e-a-d-e.

7 Q. And you started that when? '96? '97?

8 A. '96.

9 Q. And who is Kairos? Is that another person?

10 A. No. A biblical term, divine opportune time.  
11 It's also an archery term.

12 Q. And what kind of consulting did your company  
13 do?

14 A. Both public and private companies. We wound up  
15 specializing in helping emerging technologies get into  
16 the marketplace, be able to create a revenue stream.

17 Q. Okay. So kind of tying into what you did with  
18 MET-Rx, taking a startup and getting its product out  
19 into the mass market?

20 A. Yeah. I thrive in startups. I enjoy that. If  
21 you make a mistake, the company can perish, but you can  
22 also grow it, so all the risk is there.

23 Q. And so was Kairos-Meade successful, for lack of  
24 a better word?

25 A. Yes.



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1 Q. Okay. What kind of clients did it have in '96,  
2 '97 when you started it?

3 A. Initially we did sports nutrition companies.  
4 Everybody was trying to do a knockoff of MET-Rx. MET-Rx  
5 had created a new market category.

6 Q. So competitors to MET-Rx?

7 A. Correct.

8 Q. Okay. And is Kairos-Meade still operating?

9 A. Yes.

10 Q. Okay. And how many clients does Kairos-Meade  
11 have right now?

12 A. Right now we have zero from a defamation web  
13 site that was put up about us.

14 Q. Okay. So there was a defamation web site put  
15 up about your company.

16 A. About myself, in particular.

17 Q. About yourself. Okay. And do you know who put  
18 that up?

19 A. Yes.

20 Q. And who was that?

21 A. Adam Zuckerman.

22 Q. Okay. Do you have the domain name of that  
23 defamation web site?

24 A. AnthonyRoberts.org.

25 Q. Who is Anthony Roberts?



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1           A. Anthony Roberts is a blogger who has a  
2 defamation lawsuit -- well, judgment against him for  
3 \$6 million. But Adam Zuckerman is impersonating  
4 AnthonyRoberts.org or Anthony Roberts on the  
5 AnthonyRoberts.org web site.

6           I have documents that will explain that later  
7 that I brought with me.

8           Q. Okay. So Anthony Roberts, someone has a  
9 judgment against him for \$6 million.

10          A. Correct.

11          Q. Okay. But you are telling me that the judgment  
12 is based on defamatory statements that were not made by  
13 the actual Anthony Roberts, but made by this Adam  
14 Zuckerman, impersonating Anthony Roberts.

15          A. Let me clarify. Anthony Roberts defames  
16 people, and Anthony Roberts has a \$6 million judgment  
17 against him. And Anthony Roberts literally lives in his  
18 mother's basement, and doesn't have a penny to his name.

19           Adam Zuckerman, when he realized that I was  
20 testifying at the Zinc trial and that I was providing  
21 documents also to Dr. Connelly, put up a web site about  
22 me, saying that I had threatened people at gun point and  
23 restrained from 50 people and all of these different  
24 things. And he put that up on AnthonyRoberts.org, which  
25 used to be a web site that Adam Zuckerman was defaming



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1 Anthony Roberts with and also defaming Scott Connnelly  
2 with on AScottConnelly.com.

3 Q. Okay. So Anthony Roberts never posted  
4 information on AnthonyRoberts.org. This was --

5 A. Correct.

6 Q. Was this domain name owned by Adam Zuckerman?

7 A. It's by Adam Zuckerman, and I know Adam  
8 Zuckerman is the administrator of the web site.

9 Q. Uh-huh.

10 A. I am not sure if it traces back to him. The  
11 reason why is, he had somebody outside the country that  
12 he had sent money to via Western Union that purchased  
13 the domains. At least, that's what he told me.

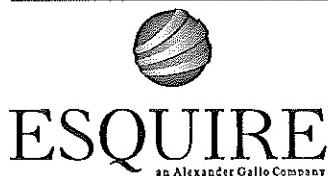
14 Q. Okay. Do you know who that person outside the  
15 country is?

16 A. He went by the name of Reece. But I never met  
17 Reece or spoke to Reece.

18 Q. Do you have access to any of the registration  
19 documents?

20 A. No. I have another person named Michael  
21 Roberts that had the same information relayed to him by  
22 Adam, that Adam is in control of these sites.

23 I also resigned from Progenex on December 12th,  
24 or it might have been December 11th, because of some  
25 information that Adam posted on AScottConnelly and



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1 AnthonyRoberts. And he sent me two e-mails,  
2 apologizing, and removed the information.

3 So he is able to post the information on the  
4 web sites, and he is also able to remove it.

5 Q. So what was the information that he apologized  
6 for on AnthonyRoberts.org?

7 A. He posted some information on both web sites  
8 that I considered over the line.

9 Q. And explain that to me. How were they over the  
10 line?

11 A. They were over the line in content. They also  
12 brought in a third party which was a gentleman named Jim  
13 Manion that was --

14 Let me back up. Progenex at the time, which  
15 was the company that I was the CEO, we had Anthony  
16 Roberts posting defamatory information about our  
17 company.

18 We're only an internet based company, so we  
19 can't have that type of material.

20 Q. Because -- I'm sorry to interrupt. But because  
21 you make most of your sales online? Is that why it's  
22 particularly damaging, because consumers find you  
23 online?

24 A. They find us online. That's the only -- our  
25 marketing budget was \$5,000, so we're completely an



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1 internet company, and if you put in "Progenex," you  
2 would pull up all of these posts by Anthony Roberts.

3 Q. The real Anthony Roberts?

4 A. The real Anthony Roberts.

5 Q. And where would those posts appear on? Do you  
6 know the domain?

7 A. AnthonyRoberts.info.

8 Q. Okay. And what would those posts say that were  
9 so damaging about Progenex?

10 A. They were derogatory posts about myself, Adam  
11 Zuckerman, that the product failed lab results. All  
12 kinds of different information like that.

13 Q. So disparaging the quality of the product.

14 A. Correct.

15 Q. Did it also disparage you in a personal way?

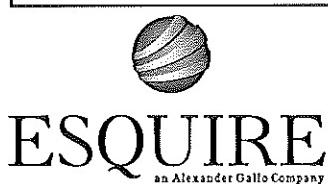
16 A. Yes.

17 Q. And how was that?

18 A. It brought up issues about resume fraud on my  
19 behalf. It was a complete character assassination, that  
20 I was never a partner in MET-Rx. All kinds of issues  
21 like that.

22 Q. Can you elaborate or provide more detail? So  
23 resume fraud, it said that you forged your resume or had  
24 false information on your resume?

25 A. Correct.



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1 Q. As it related to being a partner for MET-Rx?

2 A. Correct.

3 Q. Anything else with regard to your resume were a  
4 falsification?

5 A. Yeah. What had happened is, when Dr. Connally  
6 resigned from Progenex, there was no one with experience  
7 left at the company. It was also about six weeks away  
8 from being insolvent.

9 When I came in, I brought with me a certain  
10 pedigree from my time at MET-Rx, which was to sue the  
11 investors, obviously.

12 So Anthony Roberts went after a character  
13 assassination and started to make all of these posts  
14 about the quality of the product, that con men were  
15 running the company, all these different things.

16 Now, he had spent about -- well, we were able  
17 to figure out he had 790 back links that he spent about  
18 four years putting together, and what that meant is,  
19 when he posted something on his blog, it was all over  
20 our first page of Google, which for us was horrendous.

21 I hired a cyber forensics person.

22 (Telephone interruption.)

23 MR. SYVERSON: I apologize.

24 THE WITNESS: No problem.

25 (Telephone interruption.)



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1 BY MR. SYVERSON:

2 Q. Go ahead.

3 A. I hired a cyber forensics person, because  
4 Anthony Roberts' web site was hosted in South Africa.

5 I was able to find out the credit card number  
6 that Anthony Roberts used to purchase the domain. The  
7 only reason that's of interest is, he has a judgment  
8 against him. He's not allowed to have any domains in  
9 his name anymore.

10 Q. How were you able to find out the credit card?

11 A. There is a company called Rexxfield that I  
12 hired that was able to find that out for me and give me  
13 the name of the lady which was Dimi Ingle.

14 Q. The name of the lady who --

15 A. Purchased the domain for Anthony Roberts in  
16 South Africa which is why he was able to host his site.

17 Q. And why was Anthony Roberts not allowed to  
18 purchase domain names?

19 A. In his judgment, a gentleman named Brian Clapp  
20 owns the rights to Anthony Roberts, and the judge ruled  
21 that he wasn't allowed to come out with Anthony Roberts  
22 type blogs anymore because of the defamation that he  
23 caused to Brian Clapp.

24 Q. Interesting. A judge ruled that this man can't  
25 purchase domain names with Anthony Roberts in the



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1 domain?

2 A. Correct.

3 Q. All right. Let me back up a bit. Let me back  
4 up to your involvement in Progenex. So how did you  
5 first get involved with Progenex? Tell me about that.

6 A. I received a phone call at Kairos-Meade. It  
7 was a person, initially identified himself as Aaron  
8 Thomas, and started asking me if I was the Darren Meade  
9 from MET-Rx, which was odd to me, because I hadn't had  
10 anyone ask about my involvement in MET-Rx in quite some  
11 time.

12 Q. When was that phone call?

13 A. This would be in June of 2010.

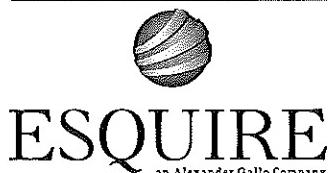
14 Q. Okay. And the name is Aaron Thomas?

15 A. Correct.

16 Q. Okay. So tell me about that phone call with  
17 this Aaron Thomas.

18 A. Aaron Thomas called me, said that there were 35  
19 Midwestern farmers that invested their life savings into  
20 a company called Progenex, and that Scott Connelly had  
21 defrauded them, and it was their understanding that I  
22 had previously had litigation with Scott Connelly and  
23 that Krane & Smith were the attorneys. And they asked  
24 me if I knew who Krane & Smith was.

25 Initially I told them that I have a



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1 confidential settlement agreement and that I am not  
2 going to talk about it. I was going to terminate the  
3 phone call.

4 That's when Aaron pleaded with me to at least  
5 come down and meet some of the investors, and that it  
6 was a legitimate phone call with a legitimate issue.

7 Q. Was this Aaron Thomas a lawyer representing  
8 these farmers?

9 A. Aaron Thomas was saying that he was of Shared  
10 Success and Mercury Ventures. At the time those  
11 entities didn't mean anything to me. I did agree to  
12 come down and meet with him.

13 Q. Where was that?

14 A. In Costa Mesa, 3197 B Airport Loop Drive.

15 Q. Okay. So you met this Aaron Thomas in Costa  
16 Mesa to discuss, as he represented to you, Scott  
17 Connelly, my client, defrauding 35 Midwestern farmers.

18 A. Some of which were going to lose their houses.

19 Q. Okay. So you went to the meeting, and then  
20 what? What was discussed there?

21 A. I met Ryan Page. I met Aaron Thomas. I met  
22 Andrew Medal, Cameron Verdi. And I went into the  
23 conference room.

24 Q. I'm sorry to interrupt you. These people all  
25 worked for or purported to work for this company?



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1           A. Yes. It was supposed to be, as Aaron put it,  
2 the crew of Progenex.

3           Q. Okay. So these people all purported to work  
4 for Progenex?

5           A. Correct.

6           Q. Okay. You mentioned another company that Aaron  
7 Thomas was associated with. What was that company?

8           A. Shared Success?

9           Q. Shared Success.

10          A. And Mercury Ventures.

11          Q. So, if you know, how did those -- so you went  
12 to this meeting, and all these people purported to work  
13 for Progenex.

14           How about Shared Success and Mercury? How did  
15 they fit into the picture?

16          A. They told me that they had a \$50 million fund  
17 that they had access to.

18           THE REPORTER: One five million or five oh?

19           THE WITNESS: Fifty million.

20           THE REPORTER: Five oh million.

21           THE WITNESS: Yes.

22           Five million of which was available for  
23 Progenex.

24 BY MR. SYVERSON:

25           Q. Okay. So -- I guess I am still not

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1 understanding. Did they -- they had access -- who  
2 controlled the fund? Shared Success or Mercury or both?

3 A. That I would need to go back and look at my  
4 notes of who -- who they said was the one that  
5 controlled it.

6 One had 50 million, and then one was making \$5  
7 million available to Progenex.

8 Q. I see. And did all these people purport to  
9 work for Shared Success and Mercury as well?

10 A. It was supposed to be the team for Progenex.

11 Q. Okay. So as far as was represented to you,  
12 they did not work for Shared Success or Mercury.

13 A. Aaron said that he worked for a company called  
14 Shared Success initially when he called me.

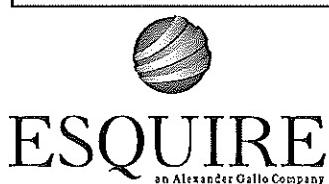
15 Q. Okay. Thanks for clarifying that. So let's  
16 get back to the meeting. So they say they have access  
17 to money for Progenex.

18 A. Correct.

19 Q. And what's your reaction? Why are you telling  
20 me this? Why do I care?

21 A. You know, I listened to them say that they were  
22 a startup company with \$5 million in seed capital.

23 What didn't make sense to me is they also  
24 shared with me that they were six weeks from being  
25 insolvent, so that doesn't compute --



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1 Q. Uh-huh.

2 A. -- when I was sitting there. They spent most  
3 of the time explaining to me that Scott Connally had  
4 defrauded them in regards to formulations for this  
5 company called Progenex.

6 Q. Okay. So how did Scott Connally, according to  
7 them, defraud them? What did Scott Connally do?

8 A. According to them, he didn't have access to  
9 anything that was unique with the formula, that they had  
10 had a series of conference calls where they had raised  
11 money from investors which are the investors from the  
12 Midwest. They actually said most of them were out of  
13 Dodge, Kansas.

14 Q. So these are the farmers, the 35 farmers we  
15 talked about earlier?

16 A. Right. It was more of -- looking back on it  
17 now, it was more of a sob story. Ryan Page and Aaron  
18 Thomas both told me that their parents invested, you  
19 know, their life savings into this, and that they were  
20 going to lose the company, and that they needed to find  
21 out a way to create revenue in the sports nutrition  
22 space.

23 Q. And that's what they represented to you was the  
24 reason for them meeting with you.

25 A. Correct.



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1       Q. Okay. So the story, as I understand it, is  
2 that they had raised this money from the Midwestern  
3 farmers.

4           Do you know how much money they had raised from  
5 the Midwestern farmers?

6       A. It wasn't disclosed at that meeting.

7       Q. Okay. And they contended that the fraud was  
8 that they had raised this money on the basis of Scott  
9 Connelly's formula, but for -- to put it in a simple  
10 way, Scott Connelly's formula wasn't very good?

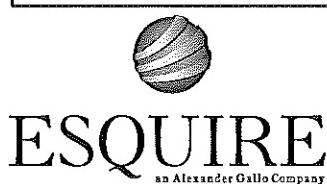
11      A. Wasn't -- wasn't unique, and he didn't actually  
12 have access to it, that a company called Murray Goulburn  
13 had access to it.

14      Q. And so let's back up even further. What was  
15 this formula that they said Scott Connelly had or did  
16 not have?

17      A. Well, it wasn't discussed at this meeting.  
18 Later it will be WGFE, Whey Growth Factor Extract, that  
19 that came out much later.

20           This initial meeting, we touched on the  
21 subjects that I mentioned, but a lot of it, they were  
22 inquisitive of me, asking what were the issues of fraud  
23 in my lawsuit, how did Krane & Smith proceed as far as  
24 with litigation and tactics.

25           So it was more questions about that and how did



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1 I navigate the litigation initially.

2 Q. And was this because they were considering  
3 litigation against Scott Connelly?

4 A. They had already engaged Scott Connelly in  
5 litigation, and I guess the countersuit came over and  
6 then, according to Aaron, they googled Krane & Smith and  
7 Connelly, and pulled up my name, and that's how they  
8 found out who I was.

9 Q. Okay. So what else happened at this meeting  
10 with these folks?

11 A. That was -- I was there maybe, you know, two  
12 and a half hours. I just -- I met everybody. We  
13 touched on a -- on a few subjects, and we agreed to, you  
14 know, meet again and continue discussions.

15 Q. Any other subjects that we haven't discussed  
16 thus far?

17 A. I'm sure we'll get into it later, but Adam  
18 Zuckerman, who has defamed me personally and also  
19 threatened to kill me, at this time his name was Adam  
20 Stuart.

21 Q. Okay. Was he at that meeting?

22 A. He wound up coming into the meeting. Later he  
23 just walked up and said, "My name is Adam."

24 Q. And his legal name at that time was Adam Stuart  
25 or was that just a pseudonym that he was using?



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1 A. Yeah, that's just a name he gave me --

2 Q. Okay.

3 A. -- when I shook his hand.

4 Q. And did you discuss anything with  
5 Adam Stuart/Adam Zuckerman at the meeting?

6 A. No. But he -- he took over communications from  
7 Aaron after this initial meeting.

8 Q. By "communications," you mean communications  
9 with you?

10 A. Correct.

11 Q. Did he say -- did he have a title when you met  
12 him that first time? Did he say he had a title?

13 A. No. I didn't get any business cards or discuss  
14 titles with anyone.

15 Q. Did you even discuss whether or not he worked  
16 for Progenex or Shared Success or Mercury?

17 A. Well, it was supposed to be the Progenex crew  
18 that all came into the conference room.

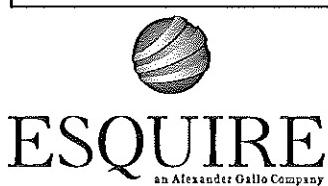
19 Q. So you understood that this Adam Stuart/  
20 Zuckerman worked for Progenex.

21 A. Correct.

22 Q. Okay. So after this meeting, then what? When  
23 is the next contact?

24 A. A day or two later, you know, via telephone.

25 Q. What happened? Someone calls you?



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1           A. I left the meeting with two bags of product,  
2 one called Recovery, one called More Muscle. And it was  
3 really just a phone call of "What do you think of the  
4 product? Does it taste good? You know, do you think  
5 you can help us with it?"

6           Q. Who called?

7           A. Adam.

8           Q. Adam Stuart/Zuckerman?

9           A. Correct.

10          Q. Okay. You understand, if I refer to Adam  
11 Stuart, I'm also referring to this Adam Zuckerman and  
12 vice versa?

13          A. I do. I don't know if it will make sense to  
14 the reporter.

15          Q. Well, she just takes down what we say.

16          A. Okay.

17          Q. Okay. So Zuckerman calls you up, and says,  
18 "How do you like the product?" And you say, "I like it.  
19 It's fine." Anything else?

20          A. He asked me to go to lunch with Ryan Page.

21          Q. Uh-huh.

22          A. And so I went to lunch with Ryan Page, and I  
23 met his wife, Lindsay, and their three kids.

24          Q. You, Ryan, Ryan's wife, Zuckerman. Where was  
25 that lunch? Do you remember?

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1 A. Chipotle.

2 Q. Okay. Down in Costa Mesa?

3 A. Correct.

4 Q. All right. And what gets discussed at this  
5 lunch?

6 A. Nothing really business-wise. It was more of  
7 a -- I thought Ryan was a really good guy and had three  
8 well behaved kids and, you know, a nice wife.

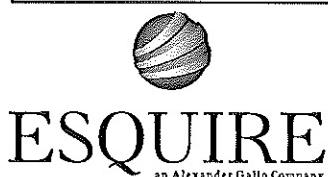
9 Q. Okay. So that's it? Anything else happen at  
10 that lunch?

11 A. No. Well, outside of it was the same thing  
12 of -- that his parents were going to lose their house,  
13 if, you know, Progenex didn't get turned around, and if  
14 I would consider coming in as CEO of the company.

15 Q. Okay. And is that how you left it? Were there  
16 any further discussions? So they're courting you.  
17 They're asking you to be CEO of the company. What's  
18 your response at that meeting?

19 A. I'm just meeting everybody. I wasn't sure if I  
20 could step back into a full-time role as a CEO at this  
21 time. You know, I'm walking with my cane. I had just  
22 started walking maybe six months before.

23 Prior to that, I was, you know, incontinent  
24 with a catheter, so I was just trying to gauge if I was  
25 ready to make a step like that back into the business



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1 world.

2 Q. Okay. After the lunch, when is the next  
3 contact with a representative of Progenex?

4 A. I am hearing from Adam, Ryan and Aaron daily.

5 Q. Uh-huh.

6 A. So just a series of phone calls, and then we  
7 talked about -- we get into a conversation about equity,  
8 you know, initial salary, what I could provide Mike  
9 Brown, who is an attorney, as far as where I believe  
10 similar fraud elements would be from my own previous  
11 experience.

12 There was also a preliminary injunction that is  
13 quickly approaching that has the potential of wiping out  
14 the company.

15 Q. Okay. So Mike Brown, what is his involvement?  
16 Who is he?

17 A. Mike Brown -- well, it gets confusing, and I  
18 say it gets confusing because sometimes Mike Brown is  
19 not Adam Zuckerman's attorney, and sometimes he is, and  
20 sometimes he is Progenex's attorney, and sometimes he is  
21 just Adam's attorney, so I get confused.

22 Mike Brown --

23 Q. I'm sorry to interrupt you. Let me handle it  
24 this way. Tell me the first time you met Mike Brown and  
25 the circumstances.



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1       A. I first met Mike Brown at -- actually, I'm  
2 trying to remember if it was in the Progenex conference  
3 room or if it was at dinner at Houston's which is a  
4 restaurant, and I'm not sure, to be honest, where I met  
5 him first. It was one of the two places.

6       Q. Okay. Regardless of location, what was the  
7 circumstances of your meeting with him?

8       A. Meeting with him was that he was going to be  
9 representing Progenex in the lawsuit with Scott  
10 Connally.

11      Q. And when you say he was going to be, he wasn't  
12 counsel of record at that point?

13      A. I'm not sure if Michael Brown filed the initial  
14 litigation or if it was David Vendler.

15      Q. And do you know how Progenex found Michael  
16 Brown? Did you discuss that?

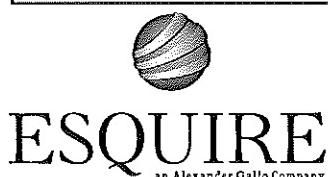
17      A. Michael Brown -- yes, I did discuss it.  
18 Michael Brown said he was David Vendler's mentor, and  
19 actually it was Michael Brown that would be representing  
20 Progenex because David Vendler was conflicted out on a  
21 candy bar lawsuit that Dr. Connally had him looking at.

22      Q. Dr. Connally was going to hire Vendler?

23      A. Correct.

24      Q. Okay.

25      A. I'm trying not to make it convoluted.



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1           Q. I appreciate it. We have time. We can take it  
2 slow.

3           So Brown represented Progenex.

4           A. Correct.

5           Q. Okay. So what did you discuss with him at that  
6 first meeting?

7           Let me ask you this. Were you an employee of  
8 Progenex at the meeting?

9           A. I agreed to do an initial 30 days to see if I  
10 could work full-time, and the deal was that I could work  
11 from home, if need be.

12          Q. So you -- by the time you met with Mike Brown,  
13 you had agreed to be -- to at least try -- have a trial  
14 period of being CEO?

15          A. Correct.

16          Q. And when was that?

17          A. That would be in -- started in July of 2010.

18          Q. Okay. So roughly a month after your first  
19 initial contact in June 2010.

20          A. Correct.

21          Q. And as CEO, did you make decisions over who  
22 represented Progenex in the litigation? Did you -- were  
23 you the decision maker with regard to litigation?

24          A. No. Michael Brown was already the attorney of  
25 record. I did look for -- I did inquire with some



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1       attorneys on the contingency side. We were trying to  
2       cap a rate on the burn rate with attorneys.

3           Q. Who would -- who did Michael Brown report to?  
4       Did he report to you as the CEO?

5           A. He did, but he reported more often to Adam.

6           Q. If Michael Brown had a question about what to  
7       do in the litigation, who would he ask permission to  
8       make a strategic decision in the litigation? Would it  
9       be you or would it be Zuckerman?

10          A. The majority of the time probably Adam, but to  
11       be perfectly honest, Michael Brown a lot of times was  
12       left alone in the conference room, and Adam, Ryan and I  
13       would be meeting. It was very rude. He was browbeaten  
14       routinely by Adam.

15          Q. Michael Brown was?

16          A. Yes.

17          Q. So, in your opinion, Michael Brown was not  
18       treated very well by Zuckerman?

19          A. No.

20          Q. Can you explain that more? When you say  
21       "browbeaten," what do you mean?

22          A. Yelling tirades. He would come and ask if he  
23       could ask a question, and wouldn't even open the door  
24       for him.

25           He had agreed on a \$20,000 cap initially, and

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1 he would walk around and say, "If you were paying me  
2 hourly, you wouldn't be doing this to me."

3 So it was just a very strange circumstance to  
4 me, at least, with attorneys that I had engaged in the  
5 past of --

6 Q. You mean, Mike Brown's retainer was on a flat  
7 fee for \$20,000 and nothing more?

8 A. Correct. It was for a good four or five  
9 months.

10 Q. So it was -- \$20,000 would cover four or five  
11 months or cover the entire litigation?

12 A. No. Per month, so he was just capped. It  
13 wouldn't go past that.

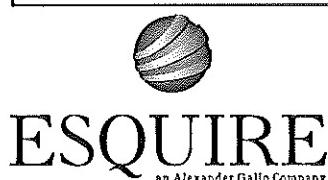
14 Q. I see. And did Mike Brown have other cases or  
15 was this essentially his only case that he was working?

16 A. My understanding is that he had just started  
17 his own office and that this -- that we were his only  
18 client initially.

19 Q. Okay. So what did Mike Brown ask you with  
20 regard to -- you said he asked you about Connelly's  
21 fraud. Tell me about that.

22 A. He was asking me to review documents to see if  
23 there were -- if there were areas where the fraud might  
24 be similar that they were alleging with Progenex.

25 Q. Similar to your -- the allegations of your



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1 previous lawsuit.

2 A. Correct.

3 Q. Okay. What was your conclusion with regard to  
4 that?

5 A. There were some areas in regards to what they  
6 provided investors, talking about being a formulator and  
7 things of that nature.

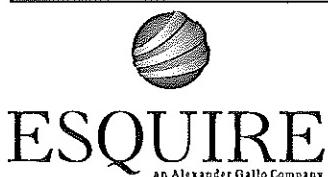
8 MET-Rx was formulated at Vitex Foods and also  
9 through a gentleman named Phil Connolly who sold the  
10 protein. So I know this will sound odd, but MET-Rx had  
11 metamyosyn protein which was the ingredient that made it  
12 unique, and Progenex had WGFE.

13 So it was going into that story and just  
14 sharing what I had from a knowledge perspective on that  
15 story.

16 Q. Okay. Well, how would that be a fraud, then?  
17 In other words, you say MET-Rx had a certain kind of  
18 protein or ingredient, and Progenex had another kind of  
19 protein or ingredient.

20 A. Dr. Connelly and I disagree on this -- on this  
21 point. But what it is, is that a gentleman named Phil  
22 Connolly was selling the protein so it wasn't something  
23 that was unique, and then an Andre Armand was the  
24 formulator on it.

25 Q. What does "formulator" mean?



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1           A. Well, that's when you get into the definition  
2 of it, so -- it depends on what definition you're going  
3 to go with, and I'm not going to say that I can give a  
4 legal definition of what a formulator is.

5           Q. I don't think there is one.

6           A. I don't know if there is, so --

7           Q. How do you understand the term "formulator"?

8           A. I understand the term "formulator," if it was  
9 your work product, and you are the one that came up with  
10 a profile and everything of this nature, and then it was  
11 put into the product, you would be the formulator.

12           Some people see "formulator" as someone that  
13 puts all the ingredients together to make sure they  
14 taste good. So there's just different definitions.

15           But if you look at the original complaint that  
16 came out from Progenex and then you look at the first  
17 amended complaint, you will see that it starts to bring  
18 in more fraud elements, and my personal belief is that  
19 it's a tighter legal case. And a lot of that came from  
20 work product that I was providing back over to Mike  
21 Brown.

22           Q. Okay. Explain -- explain that to me. In other  
23 words, the complaint in that Progenex litigation  
24 initially did not have very strong fraud allegations,  
25 and you helped him strengthen those fraud allegations?

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1           A. Correct.

2           Q. And that's because you did what? You provided  
3 him information on how the product gets made or the  
4 ingredients that go into it?

5           A. More from the background with MET-Rx versus  
6 what the copy was that they provided to the investors.

7           Q. I see. So you looked at the sales materials to  
8 the investors, in other words, the investment  
9 prospectus?

10          A. Right.

11          Q. Okay. And you took a look at that investment  
12 prospectus, and it was your opinion that it had false  
13 information about the materials going into the product?

14          A. Yes.

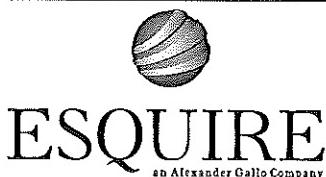
15          Q. And that false information was that the  
16 materials were exclusive or special to Progenex?

17          A. There were a couple elements. Those were the  
18 main ones. But also at this time I was told that Scott  
19 Connelly had written this material, and I later found  
20 out that it was a person named Michael Cavotta that had  
21 written it.

22          Q. So Scott Connelly did not, in fact, write these  
23 materials.

24          A. That's my understanding.

25          Q. But the entire lawsuit was based upon the



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1 allegation that he had written these materials.

2 A. Correct.

3 Q. Who is -- what is the name of this gentleman  
4 who actually wrote the materials? Michael --

5 A. It's Michael Cavotta.

6 Q. Okay. Who -- and who is that?

7 A. I'm glad we have a long time. This is going to  
8 get a little --

9 Michael Cavotta used to have a company called  
10 Mercury Ventures.

11 Q. Okay. This is the Mercury Ventures that you  
12 mentioned earlier --

13 A. Yes.

14 Q. -- that's related to Shared Success --

15 A. Yes.

16 Q. -- in some way?

17 A. Yes. Michael Cavotta essentially had his  
18 company, Mercury Ventures, stolen from him by Adam  
19 Zuckerman and Ryan Page. He is the copywriter, and he  
20 is the one that wrote the majority of the initial  
21 Progenex offering that they call a puff piece.

22 Q. Okay.

23 A. The reason I know this is, after I resigned  
24 from MET-Rx, I began to investigate Adam Zuckerman and  
25 his corporate structures, and I was able to make contact



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1 with Michael Cavotta who then introduced me to a  
2 gentleman named Jeff Corbett who provided me documents  
3 that started to show some of the fraud elements with the  
4 attorneys that are involved with Adam Zuckerman, in  
5 particular David Vendler.

6 Q. Okay. All right. So Michael Cavotta -- let's  
7 stick with this point about who wrote the investment  
8 materials. Michael Cavotta wrote them.

9 How did it come to be that people believed or  
10 it was alleged that Scott Connelly had wrote these  
11 materials?

12 A. Because that is what Adam Zuckerman, Ryan Page  
13 and Aaron Thomas would state had taken place.

14 Q. Okay. Let me back up even further. What --  
15 did Scott Connelly have any involvement in Progenex at  
16 that time, June, July 2010?

17 A. My understanding is he was the founder of  
18 Progenex and had been or still was the majority  
19 shareholder in Progenex.

20 Q. Did you understand that he had put money into  
21 the company?

22 A. Correct.

23 Q. Did he hire Zuckerman?

24 A. I don't know.

25 Q. Do you know when he had started Progenex or put



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1 money into it?

2 A. Not with certainty on a start date of Progenex.

3 Q. What did you understand it to be, if you had an  
4 understanding?

5 A. I thought that the company was about two years  
6 old before Adam and Ryan and Aaron came in, stating that  
7 they could provide capital.

8 Q. Did you understand that's how they became  
9 involved with Connelly or how Connelly brought them in,  
10 as a source of capital?

11 A. Yes.

12 Q. Okay. Your time at Progenex, did you ever see  
13 Scott Connelly on campus at the offices?

14 A. No.

15 Q. And that may have to do with the litigation at  
16 the time, obviously. Correct?

17 A. Correct.

18 Q. Okay. Do you know how -- do you know any of  
19 the details or did you understand any of the details of  
20 how Zuckerman and Connelly came together?

21 A. I've heard stories.

22 Q. Well, tell me the stories that you heard.

23 Again, we are not here saying that they are the truth,  
24 but I just want to understand what you had heard and  
25 what you had understood at the time.

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1 A. I had heard, I believe it's, Yemeni Mesa --

2 THE REPORTER: I'm sorry? Yemeni?

3 THE WITNESS: Yemeni.

4 THE REPORTER: Yeah.

5 THE WITNESS: Y-e-m-e-n-i, last name is Mesa,  
6 M-e-s-a.

7 I believe it was Yemeni Mesa that -- it might  
8 be Vince Andrich, but one of them had met Adam and  
9 stated that they had people that had an investment fund,  
10 and they were looking to invest into a sports nutrition  
11 company.

12 I believe the initial discussions were at a  
13 show called The Arnold Classic. At least, that's what  
14 I've been told, and that's Arnold Schwarzenegger's show  
15 in body building that they have in Ohio each year which  
16 is a large show.

17 So evidently discussions started there. They  
18 talked about being able to provide capital, that they  
19 had a \$50 million fund and they had, you know, at least  
20 \$5 million earmarked for sports and nutrition.

21 BY MR. SYVERSON:

22 Q. Let me ask you. How much were you making?  
23 What was your salary at the time? Once again, July  
24 2010.

25 A. It was \$10,000 a month.



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1 Q. Okay. Did you have other benefits, you know,  
2 health or anything like that? Expense account?

3 A. No. What it was is \$10,000 a month. I had  
4 equity in the company, and I had a \$200,000 bonus if I  
5 could make Scott Connally settle in mediation.

6 Q. Who offered you that bonus?

7 A. Adam.

8 Q. So Adam said, "If you can convince Scott  
9 Connally to settle in mediation, I will give you  
10 \$200,000"?

11 A. It was a bonus. Plus I would get all of  
12 Scott's stock --

13 Q. Okay.

14 A. -- if we could get him to agree to give it all  
15 back.

16 Q. I see. Did Zuckerman control the finances of  
17 the company?

18 A. Eventually that became very clear.

19 Q. Okay.

20 A. And I say eventually only because the longer I  
21 was there, the more that you saw that Adam was in  
22 control. And in the month of December, he told me that  
23 I didn't know who he was, and I was going to be really  
24 surprised when I learned who he was and what his  
25 capabilities were and all this nonsense.



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1       Q. Did he sign -- who signed your check when you  
2 got paid ten grand a month?

3       A. Ryan, Ryan Page.

4       Q. Do you know what Zuckerman was getting paid or  
5 what his compensation was?

6       A. Well, I know now. I didn't know during that  
7 time. I just -- one of the issues that came up with me  
8 being the CEO is, I was watching expenses appear on  
9 QuickBooks that would move around month after month and  
10 that had no bearing.

11       There was -- there was nothing in Progenex,  
12 there was no expense, there was no outlet that should be  
13 going to something, you know, named this.

14       And when I questioned Adam about it, he would  
15 say, "Oh, that's so I can eat," because whenever there  
16 was an accounting issue, you met with Adam, and then a  
17 person named Luke was on the phone. Luke is Luke Adams  
18 who was the chief financial officer for Progenex.

19       Q. So were these phoney expenses, and in fact you  
20 understood that the money was going to Zuckerman and not  
21 some legitimate vendor?

22       A. Correct.

23       Q. And do you have any idea how much that was on a  
24 monthly basis?

25       A. At least \$12,500.



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1           Q. Okay. Was the company actually selling product  
2 at this point?

3           A. Yes.

4           Q. Where could I buy a Progenex product?

5           A. You would have to buy it online on the web  
6 site, or we had just set up our first distributor in  
7 Finland, and it's something called a box which is in a  
8 movement called crossfit.

9           Q. I don't understand that. In a box?

10          A. There is a new fitness movement called  
11 crossfit. They do not call a gym a gym. They call it a  
12 box. They're highly unsophisticated, so it's an easy  
13 market to penetrate. And when I say unsophisticated,  
14 they don't have typically a retail setup with even a  
15 cash register.

16          So with a limited budget, they were an easy  
17 market to go into because they haven't seen the typical  
18 marketing that takes place within sports nutrition.

19          And the way to access customers typically in  
20 sports nutrition is through what's called the trainers,  
21 so your personal trainer. And if they said this is a  
22 great protein, you should try it, help you lose weight,  
23 the person is more easy to follow the trainer's advice.

24          We were able to get the majority of the  
25 trainers that trained the trainers to wear our shirts

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1 and shake up a Progenex drink, and we paid them a  
2 commission. And so that's how we sold a lot of the  
3 product.

4 Q. What were the monthly sales in July and August  
5 2010?

6 A. Oh. Well, in July and August, you are looking  
7 at about sixty-five, \$70,000 a month. We ended at two  
8 sixty-five the last month I ran the company.

9 Q. 265,000.

10 A. Correct.

11 Q. Was it making money on those sales or was it  
12 losing money?

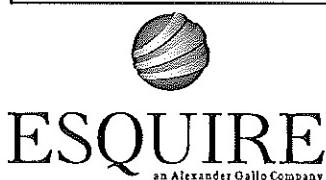
13 A. We were profitable.

14 Q. All right. So Cavotta at Mercury Ventures, you  
15 said it was stolen by Zuckerman. How is that? How was  
16 it stolen by Zuckerman?

17 A. Here's the issue with Adam Zuckerman. He has  
18 most people sign a very tight nondisparagement  
19 agreement.

20 Q. Uh-huh.

21 A. So trying to get information from people that  
22 have been victimized with Adam, the only way he will  
23 stop tearing apart your reputation is if you sign a  
24 nondisparagement agreement which has a hundred thousand  
25 dollar hit whenever you talk about him.



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1 Q. Uh-huh.

2 A. And for some reason, for the majority of people  
3 that I have spoken to that have been victims of his,  
4 that's a big enough hammer that they won't talk.

5 So Mike Cavotta will not tell me exactly how  
6 the company was taken from him. He did have me speak  
7 with somebody else that provided me documents and  
8 different things so I could start to piece together the  
9 puzzle of Adam.

10 Q. Okay. Let's spend some time on that. Let's  
11 talk about the puzzle of Adam Zuckerman.

12 A. Okay.

13 Q. What do you mean by that?

14 A. Well, first, you find out that he is Adam  
15 Zuckerman.

16 Q. That's his real legal name, as you understand  
17 it?

18 A. As I understand it.

19 Q. Uh-huh.

20 A. I've traced Adam back now at least ten years.

21 Q. Okay.

22 A. He typically finds that somebody has a business  
23 that's operating, that their image is a part of that  
24 business. Then he talks the people into signing an  
25 agreement to negotiate in good faith.



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1 Q. Negotiate what? Purchase of the business?

2 A. It's just an agreement to negotiate in good  
3 faith, but --

4 Q. But -- I'm sorry to interrupt you.

5 A. Right.

6 Q. But to negotiate what?

7 A. To negotiate being business partners.

8 Q. Okay.

9 A. He always has the funding and the back end and  
10 the expertise of delivering whatever it is that you  
11 don't have.

12 Q. Okay. Okay. So he comes with promises of lots  
13 of capital.

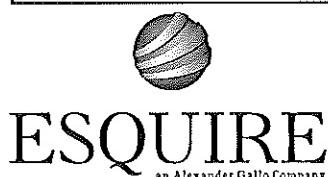
14 A. And I should back up just -- the reason why  
15 I'm stating this is, in the middle of the litigation  
16 with Dr. Connelly, we actually had a mediation in  
17 January. I hesitate with that only because it's either  
18 the very end of December or the beginning of January.

19 We spent all day there, and Scott Connelly was  
20 looking at settling.

21 Q. This is January 2011?

22 A. Yeah, which came with a \$200,000 bonus for me,  
23 plus stock, all kinds of things.

24 While this was going on, I'm watching a person  
25 named Michael Roberts start to negotiate with Adam. All



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1 of a sudden I see an agreement to negotiate in good  
2 faith.

3 Q. At this mediation.

4 A. No. We had the mediation. Dr. Connelly was  
5 willing to settle, and for the very first time Adam  
6 said, "I'm going to make him suffer more."

7 And I go, "What do you mean, going to make him  
8 suffer more?"

9 He's going to walk away from his million  
10 dollars. It ends litigation. It gives the investors  
11 the company, and it's a win for them.

12 Q. What percentage of the company was owned by  
13 these Midwestern farmer investors?

14 A. I don't know because I've never seen a single  
15 subscription agreement, stock certificate.

16 Q. Are they real people? Are there actual 35  
17 Midwestern Kansas farmers?

18 A. I would like to tell you that I know, but when  
19 I resigned from this company, I put out a press release  
20 saying that I've never met any of the investors, but  
21 they could contact me at any time. And I laid out why I  
22 believe that the company was a fraud and this was a  
23 Ponzi scheme or some type of pyramid scheme, and nobody  
24 contacted me.

25 Q. Where did you put out that press release?



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1       A. I put it out through PitchEngine which  
2 immediately went out to all the social media networking  
3 sites.

4       Q. So you've never met any Kansas farmer investor.

5       A. No.

6       Q. You don't know how much money they put into the  
7 company?

8       A. (Shakes head.)

9              THE REPORTER: No?

10             THE WITNESS: "No," I'm sorry, yes.

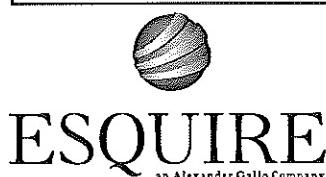
11 BY MR. SYVERSON:

12       Q. So do you have a theory as to -- let's assume  
13 that there are, in fact, no investors, no Kansas farm  
14 investors. Do you have a theory as to why that would  
15 have been created by someone? How would that advantage  
16 someone?

17       A. Well, I believe that there -- I believe that  
18 there's other co-conspirators, and I believe that there  
19 might be some innocent victims.

20              When I mentioned Ponzi scheme, I believe that  
21 they're being paid off, being told, "You just doubled  
22 your stock, and now you have stock in this. Isn't it  
23 great? You're making, you know, all kinds of money."

24              I believe the funds are being drained out by  
25 Adam Zuckerman, Ryan Page, Aaron Thomas, Mike Brown. I



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1 don't know if I'd really say David Vendler. Those four  
2 for sure.

3 Q. Those four are sucking money out of the  
4 Progenex company, and that money is coming from outside  
5 investors?

6 A. Yeah. Money is coming in. They are accessing  
7 their cash.

8 Q. Uh-huh.

9 A. One of the issues, when we get into the  
10 documents later, that caused me great concern come  
11 January, and I resigned in February -- I resigned twice.  
12 I resigned in December.

13 Q. Uh-huh.

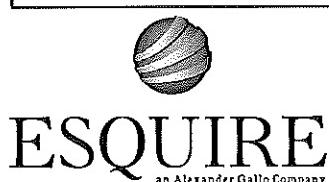
14 A. And then Adam talked me into coming back, and  
15 then I left again in February.

16 There was supposed to be \$450,000 of pure  
17 profit coming back into the company. Now, that's in a  
18 declaration from Michael Brown.

19 Q. Where does this profit come from? From sales?

20 A. What had happened is, there was \$750,000 left  
21 of Scott Connelly's money. So a meeting took place, and  
22 the meeting was, if we are going to lose this  
23 preliminary injunction, we want to make it so Connelly  
24 can't get any of his money.

25 Q. Who said that?



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1       A. This was a meeting in a conference room with  
2 myself, Mike Brown, Adam Zuckerman, Ryan Page.

3       Q. Okay. So tell me quickly about the preliminary  
4 injunction. Who brought it and what did it seek to do?

5       A. This was Krane & Smith, so Dr. Connelly's  
6 attorneys in the litigation, and the preliminary  
7 injunction sought to try and get the investment money  
8 back, and that Progenex was insolvent, and that this was  
9 the only way to get some of the investment back.

10      Q. Okay. And so you had a meeting prior to that  
11 hearing, anticipating that the injunction effort would  
12 be successful, and that there would be a court order  
13 ordering the money be paid back to Dr. Connelly.

14      So at this meeting, you discussed with Mike  
15 Brown, Zuckerman and Page a way to essentially spend  
16 that money before the injunction hearing?

17      A. To move it out of the banks so it wouldn't be  
18 available in case.

19      Q. And so what was discussed? What was going to  
20 be done?

21      A. Let me do -- could I use the restroom real  
22 quick and then --

23           MR. SYVERSON: Sure. I have to use the  
24 restroom as well. So let's take a break.

25           (Recess.)



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1           MR. SYVERSON: Okay. So could you read to me  
2 the last question.

3           (Record read.)

4 BY MR. SYVERSON:

5           Q. I think we both need to refresh our memory a  
6 bit. So we were talking about -- we were talking about  
7 the point where you had met with Mike Brown, Ryan Page,  
8 and Zuckerman in a conference room around the end of  
9 2010 before a preliminary injunction hearing whereby  
10 Dr. Connally was seeking to essentially get back the  
11 bulk of capital he had put into the company.

12           Is that correct?

13           A. Yes, it is.

14           Q. And there was a plan to figure out how to get  
15 money out of the company so that Connally could not  
16 access it, correct?

17           A. Correct.

18           Q. And what was going to be done? Where was the  
19 money going to go and how much of it was going to go?

20           A. There was \$750,000 that was left. \$150,000 was  
21 going to go into a retainer for Brown, because he said  
22 he could easily hide that amount, that nobody would be  
23 able to prove what the retainer was or anything else,  
24 and nobody would know that he's on a capped amount of  
25 money.



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1           The other \$600,000 was going to be said that it  
2 was utilized to pay for in advance the product, so for  
3 all the ingredients, packaging, everything else.

4           In the documents I -- I'm not sure if I brought  
5 it, but it's in the declaration for the opposition to  
6 the preliminary injunction. In Michael Brown's  
7 declaration, he will say that \$600,000 was spent on  
8 product and that \$450,000 of pure profit would come back  
9 into the company within the next 100 to 150 days.

10          That money never came back into the company.

11          Q. So, essentially, \$750,000 went out of the  
12 company and never became back, because \$600,000 of it  
13 went to buy -- to vendors to buy materials, and \$150,000  
14 went to Brown's bank account.

15          A. Correct.

16          Q. What was the outcome of the injunction hearing,  
17 if you know?

18          A. The outcome is, it wasn't -- wasn't granted.

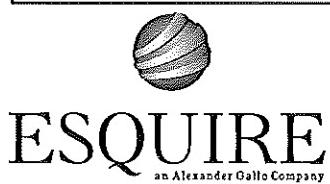
19          Q. Okay. We got sidetracked a little bit, but  
20 let's get back to the puzzle of Zuckerman.

21          Let me ask you some general background  
22 questions, if you know. If you don't, you don't know.

23          Do you know how old Zuckerman is?

24          A. I believe he's 41.

25          Q. Is that what he told you?



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1 A. Yes.

2 Q. Do you know where he grew up?

3 A. No.

4 Q. Do you know where he was born?

5 A. No.

6 Q. What about personal background details? Is he  
7 married? Does he have a girlfriend? Does he have kids?

8 A. No kids, two dogs. Wife name Patty.

9 Supposedly his cousin died when he was 16 in a  
10 motorcycle accident in front of him. And his mom is  
11 Miriam Zuckerman who worked at the offices.

12 Q. Where does he live, do you know? Do you know  
13 his address, his home address?

14 A. I used to know, but he moved the last maybe  
15 five weeks I was there, because he thought he was going  
16 to be going to prison. So he downgraded to a house in  
17 Irvine, supposed to be near his mom, but I never went  
18 there. I went to his previous house which was off  
19 Crimson Rose. I just don't remember the actual street.

20 Q. Was that in Irvine?

21 A. It was in Irvine up on a bluff that kind of  
22 overlooks a little bit of Newport coast.

23 Q. Did he own that house?

24 A. Leased it. It was a corporate rental. I can't  
25 remember if it was Shared Success or Mercury Ventures.



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1 It was one of those, and it was supposed to be a rental  
2 that would be used for clients when they came in. But  
3 he lived at it.

4 Q. So one of those entities, Shared Success or  
5 Mercury, rented it, and he lived there.

6 Do you know how much the rent was per month?

7 A. No. It will probably be -- that expense will  
8 probably come out under Amidah Housing, A-m-i-d-a-h.

9 Q. That's the expense category on the books?

10 A. Correct.

11 Q. Who was the accountant for Progenex?

12 A. There is not an independent accountant. The  
13 chief financial officer is Luke Adams.

14 Q. So there is no CPA certified public accountant  
15 who does the books?

16 A. I'm not -- I'm not sure if Luke might have that  
17 designation.

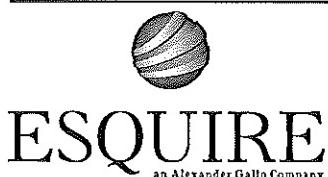
18 Q. But there is no independent auditor or --

19 A. There's no reconciliation every month.

20 Q. -- financial --

21 A. There is never an audited financial that's --  
22 that I've ever seen.

23 Q. Well, if there are shareholders, one would  
24 think that audited statements would go to the  
25 shareholders. Correct?



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1 A. Yes.

2 Q. But on your watch, that didn't happen.

3 A. No.

4 Q. Do you know what Zuckerman is going to prison  
5 for? Or let me strike that.

6 You mentioned that Adam Zuckerman thought he  
7 was going to prison. Is he in prison now?

8 A. No.

9 Q. Is he going to go to prison?

10 A. Hopefully.

11 Q. Okay. Well, tell me about that. Do you know  
12 if he's due to go to prison and what the charges are?

13 A. They just pushed back his sentencing again now  
14 until October. He was supposed to be sentenced for his  
15 guilty plea in Operation Lease Fleece on July 11th.

16 Q. Okay. So tell me about that. So when was he  
17 arrested?

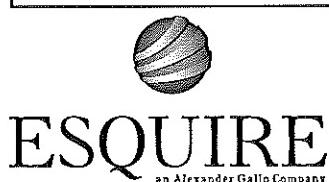
18 A. I'm not sure of the date of it.

19 Q. But it was something called Operation Lease  
20 Fleece?

21 A. Correct.

22 Q. Okay. Do you know anything about -- I mean, to  
23 the extent you know about Operation Lease Fleece, can  
24 you tell me what that is.

25 A. According to the newspaper reports that I have



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1 read, he was the mastermind of Operation Lease Fleece  
2 which is the -- under the guise of saying that they  
3 could provide business credit, they would coach people  
4 on how to fabricate paperwork in order to get money.  
5 There was a rebate that was supposed to go just to the  
6 broker that was involved, but they would split it with  
7 the customer.

8 Q. So what's the lease part of it? Was it leasing  
9 for equipment?

10 A. It was supposed to be -- it was supposed to be  
11 business equipment, but usually no business equipment  
12 ever went out.

13 Q. I see. So -- and again, I don't want to get  
14 bogged down in this too much, but did Zuckerman have a  
15 company that purported to lease business equipment to  
16 businesses, and then he would help the business  
17 fabricate documents for a bank loan which would  
18 purportedly go to allow the business owner to have the  
19 capital to lease that equipment?

20 A. Correct.

21 Q. Okay.

22 A. And it was Brickbanc Capital, but I'm not sure  
23 of the spelling on it.

24 Q. Okay. And when did you become aware of the  
25 arrest or charges or that he had this problem?



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1           A. I first actually read about it on Anthony  
2 Roberts' blog. And then after I had resigned initially,  
3 I was clearing out my desk. It was late at night, and  
4 Adam was in his office, drinking Scotch, and he put a  
5 gun in his mouth and said he was going to kill himself  
6 because he didn't want to go to prison, and he would  
7 miss his dogs too much.

8           Q. That happened in late December?

9           A. Yes. December 11th or December 12th.

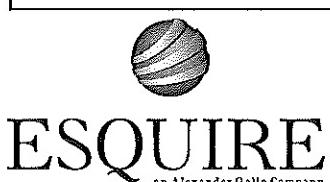
10          Q. Well, what did you do? You were -- was there  
11 anyone else on campus?

12          A. Nobody else there. That's why I have a  
13 resignation that was just for a day as far as -- I  
14 notified Mike Brown, Ryan Page, the other people that I  
15 was resigning. I was resigning for philosophical  
16 differences with Adam.

17          My father had committed suicide when I was a  
18 kid, and so Adam knew this. So for me to see somebody  
19 on the verge of killing themselves, it gave me a lot of  
20 empathy for him, and I wanted to try and help him out.  
21 So I decided not to resign.

22          Q. What were the philosophical differences that  
23 initially caused you to resign?

24          A. The money disappearing from accounts. I was  
25 starting to watch how he was negotiating with another



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1 person, and it sounded a lot like the pleadings in Scott  
2 Connally's case.

3 Q. What do you mean by that?

4 A. It started to -- the agreement to negotiate in  
5 good faith hadn't been signed yet by this person, but  
6 just that there was an agreement to negotiate in good  
7 faith, and there were some elements in the contract that  
8 I saw a rough draft of that I thought would lock this  
9 person down.

10 Q. Is this the Michael Roberts, Rexxfield thing  
11 that you were talking about at the mediation?

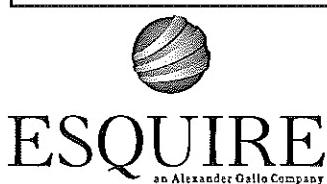
12 A. Yes.

13 Q. So how did that come about? Michael Roberts  
14 was -- had had a business, Rexxfield, and you saw  
15 Zuckerman come in and make a pitch essentially to help  
16 him gain capital for this business?

17 A. Yeah. Unfortunately, when I needed to track  
18 down the web site that was in South Africa, I found this  
19 company called Rexxfield.

20 I started speaking with Michael Roberts, and  
21 initially I thought it might be a great business  
22 vehicle, because we were supposed to have an investment  
23 fund.

24 And he pitched something called Reputation  
25 Management Trust. The Reputation Management Trust would



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1 get jurisdiction in Nevada, but if you were being  
2 defamed, supposedly TRO's in Nevada are easier to get  
3 granted, and because it's a criminal element in Nevada,  
4 Michael Roberts was telling me that your antagonist  
5 would have to come in and prove that defamation is true,  
6 and if they didn't show up, then you get a default  
7 judgment, and you would be able to take that and  
8 leverage that with Google, and possibly get these  
9 postings deindexed or removed.

10 And because of what we were going through with  
11 Anthony Roberts, I thought that would be great, but I  
12 also thought, if the Reputation Management Trust was a  
13 true concept, then that would be something easy to sell  
14 to wholesalers that were setting up LLC's and everything  
15 else, because why wouldn't you buy this Reputation  
16 Management Trust for maybe \$4,000, \$5,000, and then, if  
17 you ran into somebody, you would have this protection  
18 set up, and it would streamline you and cut down on  
19 legal fees.

20 So I went out with Ryan Page to meet Michael  
21 Roberts.

22 Q. Where did that meeting take place?

23 A. In Las Vegas.

24 Q. Is that where Michael Roberts lived?

25 A. Correct. I think Merritt Chapman was the law



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1 firm that he was operating out of.

2 Q. Uh-huh.

3 A. So we went to meet out there. And then in  
4 December, Michael Roberts and a Paul Portelli flew out  
5 to Costa Mesa.

6 And there were just initial conversations, but  
7 I started to get uncomfortable with the conversations  
8 that were going on.

9 Q. Explain that to me.

10 A. We were looking at this as a revenue driver, as  
11 something that we could sell to wholesalers that did  
12 corporations, the Reputation Management Trust. Well --

13 Q. I'm sorry to interrupt you, but by  
14 "wholesalers," you mean like legal services companies,  
15 like LegalZoom, not specifically LegalZoom, but --

16 A. Yeah. If it's a company that made their money  
17 setting up corporations for people, that this would be  
18 another value add that they could sell.

19 Q. Okay.

20 A. But Adam started to focus on the ability of a  
21 product offering that would allow you to remove ripoff  
22 reports. And the conversations started gearing to  
23 finding out who owned that IP or how that was done.

24 The only reason that started to concern me is,  
25 I had seen the AScottConnelly site go up. I saw the

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1 AnthonyRoberts site go up. And I started to worry what  
2 Adam might do, if this technology existed.

3 Q. What do you mean, worry what he might do?

4 Explain that to me.

5 A. I came to the conclusion that he would wind up  
6 running a national extortion ring. And I thought that  
7 what he would do is, he would destroy people's  
8 reputation, and then to get the reputation fixed, you  
9 would have to go to him.

10 There will be meetings that took place in  
11 January where that was specifically discussed, and when  
12 I say specifically discussed, I have those meetings on  
13 tape. So I have tapes of this extortion ring that he  
14 was talking about doing.

15 Q. Did you bring those tapes with you today?

16 A. No, but I can get you access to them.

17 Q. Do you have possession of those tapes?

18 A. I have them in a thing called Dropbox.

19 Q. Okay. Who was present at those meetings?

20 A. Ryan Page, Adam Zuckerman, myself. Aaron  
21 Thomas at times on a conference call, but he never says  
22 anything. Michael Roberts. Michael Brown was at one of  
23 the meetings.

24 Q. And -- so the discussion was to set up web  
25 sites like AScottConnelly.com, and then the idea would



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1       be, if you were Scott Connelly, you would have to go  
2       Rexxfield to get it removed. Correct?

3           A. A little bit different. It was through Ripoff  
4       Reports, because they index high on people. They also  
5       never remove them.

6           And there was an IP that was discovered that  
7       you can -- not delete it, but can push it back to like  
8       the twelfth page of Google, so you would never see it.

9       Q. IP address, you mean?

10      A. No. The IP. I'll call it computer hacking.

11      Q. When you use the phrase "IP," are you  
12       referring -- are you trying to say intellectual  
13       property?

14      A. Yes. There was a code that would allow you to  
15       take somebody's ripoff report that was on the first page  
16       of Google and push it back to the twelfth page of  
17       Google.

18      Q. Okay. And who knew that code?

19      A. It would be Matthew Cooke, C-o-o-k-e.  
20       Reputation Management Partners was his company. A Mike  
21       Hughes and Michael Roberts, but at the time he didn't --  
22       he didn't know it was hacking.

23      Q. He believed it was legal.

24      A. Correct.

25      Q. Okay. So this Matthew Cooke and you said

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1       Reputation Managers?

2           A. Reputation Management Partners out of Boulder,  
3 Colorado.

4           Q. Were they working with Michael Roberts and  
5 Rexxfield, or were they simply other folks who knew how  
6 to use this proprietary information?

7           A. Matthew Cooke was the one that actually came up  
8 with it. Michael Roberts had purchased rights to use  
9 the code.

10           Adam found out about it, and was getting ready  
11 to scale it up. We did a test with it. We sold \$50,000  
12 worth of services in less than a week, maybe spending  
13 three, four hours on the phone.

14           Q. How did you sell the services? In other words,  
15 did you advertise online for Reputation Management?

16           A. Didn't have to. The largest clients were  
17 attorneys. You would read ripoff reports, and you would  
18 watch somebody put something up on an attorney, and you  
19 would turn around and just call him --

20           Q. I see.

21           A. -- and say, "I see that you have this problem.  
22 We can make it go away for \$3,000."

23           Q. And that was done through the business  
24 organization of Rexxfield in January?

25           A. It would be, yeah, late -- late January. What



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1       happened is, Michael showed me a copy of a contract he  
2       signed with Adam the first week of February. When I saw  
3       the contract, it was all of the same elements of the  
4       contract that Scott Connelly signed.

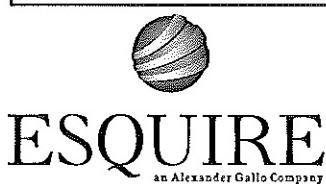
5           And as soon as I saw that, I just started to  
6       flash to conversations that I had with Adam where he  
7       said, "Oh, I own Connelly. I own his image. I own  
8       this. He can't do anything. You know, I locked him  
9       into this contract."

10          And I realized that this is what Adam does, and  
11       he just did it to somebody right in front of me. And as  
12       much as I didn't want to admit it, I realized that Scott  
13       Connelly was a victim.

14          So I had a phone call go out to let Scott know  
15       that I was going to resign, and the reason why I did  
16       that is that I didn't want him to think that it was a  
17       trick by Adam, and it was just Darren Meade is going to  
18       resign next week, you know, and whatever you do, do not  
19       settle until you have a chance to meet with him.

20          And I spoke to Vince Andrich initially and  
21       said, "I just want to talk to Scott before he settles.  
22       There are some things, you know, that I need to share  
23       with him."

24          Q. Okay. So you had become aware that Connelly  
25       had signed a similar contract with Zuckerman. Is that



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1 correct?

2 A. Yes.

3 Q. So the contract that Zuckerman signed with  
4 Michael Roberts, what did -- did it promise that  
5 Zuckerman would provide capital to Rexxfield? In other  
6 words, what did Michael Roberts get out of it?

7 A. Michael Roberts was supposed to get capital,  
8 salary, support staff, deliverables so that it was  
9 supposed to be a do-it-yourself -- supposed to be a  
10 do-it-yourself site where, if your reputation is being  
11 destroyed, for like \$200, you can buy this kit and do it  
12 yourself. And then they would up-sell into the bigger  
13 packages.

14 It was supposed to be set up similar to  
15 something called XBanker which is another -- I'm going  
16 to call it a scam. Another scam that defrauded people  
17 that Adam ran. In fact, XBanker was operating out of  
18 the 3197 B Airport Loop Drive, Costa Mesa address.

19 Q. Is that where -- and that's where Progenex's  
20 office were?

21 A. Correct.

22 Q. Okay. So to sort of put a bow on this Michael  
23 Roberts, Rexxfield angle, did it ever come to fruition,  
24 as far as you knew, that they put up -- well, let me ask  
25 you this.



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1           So we have the AScottConnelly.com web site  
2 which is not on Ripoff Report.

3       A. But Scott Connelly is on Ripoff Report.

4       Q. And was that done pursuant to this test of the  
5 Ripoff Report code?

6       A. Not pursuant to the test. But Christyne  
7 Ireland, which is C-h-r-i-s-t-y-n-e Ireland, and Ryan  
8 Page set up a series of derogatory posts going up onto  
9 Ripoff Reports.

10      So there is an e-mail that you will see when we  
11 go through the documents, and it's from Adam Zuckerman  
12 to myself, with the subject header Ripoff Reports, and  
13 then it -- I'm paraphrasing, but it's like: Gee, you  
14 see the ripoff reports on Scott Connelly. Do you know  
15 who he could pay to get rid of them?

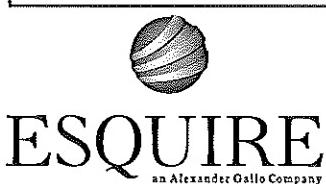
16      Q. He was asking who he could pay to get rid of  
17 them.

18      A. And it was meant to be humorous, like he can --  
19 you know, he can pay us to get rid of them.

20      Q. He can pay Rexxfield.

21      A. Yeah. The reason he was -- he went after  
22 Rexxfield is, it was a clean entity, and nobody would  
23 know that he owns it.

24      What he wanted to do is have that entity here  
25 in the U.S., and then when Adam gets out of prison, he



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1 was planning on setting up in Cypress, and having  
2 Cypress come over and buy the entity.

3 The only reason I mention that is, I also have  
4 that on tape. I have about six hours' of tape of Adam  
5 Zuckerman. In some of the tapes, he openly acknowledges  
6 that he is being taped. I also have my diary.

7 And so one of the reasons why I am happy to be  
8 here is, Adam has sworn that he is going to kill me. So  
9 I am glad to put this down into a record.

10 Q. When did he say that to you?

11 A. He's done it twice. I resigned on the 27th,  
12 which was on a Sunday. So that Wednesday or the  
13 Wednesday prior, I told him I was -- I was done, that I  
14 thought he was a thief, that there is no way I'm going  
15 to let him harm all these people.

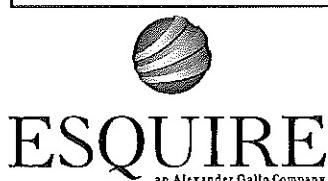
16 And he said, "You've got -- you've got two  
17 options."

18 And I said, "Really? What are my options,  
19 Adam?"

20 And he said, "Okay. Well, one, I have \$168,000  
21 here for you, and you can take that." And he goes, "Or  
22 I'll destroy your reputation. I'll ruin you  
23 financially, and then I'll kill you."

24 And I said, "Really? Good luck with that."

25 So I had left. Adam loves to call people from



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1 Google Voice, so he gave me a call from Google Voice and  
2 said, "I'm going to destroy your reputation. You know  
3 what the next two steps will be."

4 And that's when my version of  
5 AnthonyRoberts.org posted. Adam is sick, so what  
6 happened is, they filed a TRO against me ex parte, so I  
7 had to go down to the courthouse.

8 I'm partially disabled from my accident, so I  
9 walk slow. But I had found out that part of what Adam  
10 was claiming in this TRO is that I threatened to kill  
11 Michael Roberts and that I held him -- him and his wife  
12 at gun point, and that I also threatened Paul Portelli.

13 And it just so happened that Michael Roberts  
14 was staying at my house because he lives in Finland. )

15 Q. I thought he lived in Las Vegas.

16 A. He was in Las Vegas then, so his -- his wife,  
17 second wife and child lived in Finland, but he works  
18 from here when he shoots like -- he shoots like local  
19 Fox segments on what to do if your reputation is being  
20 destroyed.

21 And Paul Portelli, who worked with him who also  
22 has some tapes of Adam Zuckerman, when he found out that  
23 there is a TRO against me, he drove down from Las Vegas,  
24 and they went with me to the courthouse.

25 I couldn't find an attorney to represent me in



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1 time, so I made a mistake. I thought it might be an  
2 evidentiary hearing, and since part of this was going to  
3 be that I threatened to kill these people, you know,  
4 bring with me into court, because I -- one, I don't own  
5 a gun and I never did that.

6 So the temporary retaining order was granted  
7 partially because David Vendler claimed that I  
8 threatened to kill his wife, one, which I never did, and  
9 I have actually had the Department of Justice out at my  
10 house, and they say no complaint was ever filed.

11 But anyway, when we are leaving the courtroom,  
12 Ryan Page is probably about six-two, six-three, you  
13 know, a good 260 pounds. David Vendler, another big  
14 guy.

15 I'm supposed to be 200 yards away from them,  
16 and I have Ryan and David Vendler directly behind me  
17 coming outside.

18 And then as we are walking towards the parking  
19 structure, in comes Adam Zuckerman with his camera just  
20 taking photos.

21 (Whereupon, Mr. Connelly entered the  
22 proceedings.)

23 THE WITNESS: So the point being it was a  
24 complete setup. Those photos are the ones that are on  
25 AnthonyRoberts.org.



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1 BY MR. SYVERSON:

2 Q. And so let me ask you this. When Zuckerman  
3 threatened to kill you, did you take it seriously?

4 A. Yes.

5 Q. Did you make a police report?

6 A. Yes.

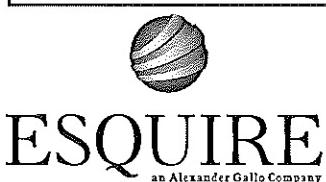
7 Q. Okay. And so there is a record of that, then?

8 A. Yes.

9 Q. Okay. Let me double back and try to put  
10 closure on this meeting in January with Michael Roberts  
11 you were talking about. Mike Brown was there, Ryan  
12 Page, yourself, Zuckerman.

13 And was that one of the things that caused you  
14 to resign, this plan by Zuckerman to, as I understand  
15 it -- correct me if I'm wrong -- you said there was a  
16 plan, a meeting to put up negative defamatory content  
17 about people, then essentially extort them to pay them  
18 money to get it removed, using this proprietary computer  
19 hacking code that would push it down to page 12.

20 A. Yes. And, if I may, the most sinister side of  
21 that, to me, was this code would allow you to reverse  
22 it. So if you paid \$3,000 to have this ripoff report  
23 removed, they were going to say, "Okay, Erik. We're  
24 going to take care of your problem, but you need our  
25 monitoring service, and it's going to be \$150 a month."



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1           And you would say okay. Well, whenever you  
2 didn't pay that \$150, they could reverse the code, and  
3 that would immediately come back up.

4           (Whereupon, Mr. Connelly left the proceedings.)

5 BY MR. SYVERSON:

6 Q. And was Michael Roberts agreeable to this as  
7 the owner of Rexxfield?

8 A. No. We moved. When we moved outside of how  
9 that -- of the Reputation Management Trust, he realized  
10 that he gave up information on something he used to  
11 provide that he shouldn't have done. The joke around  
12 the office was pixie dust. So it just went a completely  
13 different way.

14           And if you investigate XBanker which is another  
15 fraudulent company of Adam Zuckerman, they did the same  
16 thing. They charged a monthly fee for something, except  
17 it was a little more sinister.

18           They charged you to get business credit, and  
19 then you never got the business credit, but the only way  
20 you could cancel and stop them from taking this money  
21 out every month is if you agreed to waive your refund  
22 rights.

23           So that they were setting up the same type of  
24 monthly revenue stream that they wanted coming in.

25 Q. So who was in favor of the extortion --



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1 internet defamation extortion scheme and who was against  
2 it? You were against it. Michael Roberts was against  
3 it.

4 A. Paul Portelli.

5 Q. Paul Portelli was against it. Who was for it?  
6 Zuckerman? Mike Brown?

7 A. Ryan Page. Kirk McMahan.

8 Q. Okay. So Zuckerman was for it. Yes?

9 A. Yes.

10 Q. Mike Brown was for it. Yes?

11 A. Yes.

12 Q. Okay. Okay.

13 A. And there is a document that you'll go through  
14 later, and you will see how the -- kind of the product  
15 offering and the corporate structure. Everybody that  
16 was at the meeting got a copy of -- a picture of the  
17 white board.

18 So the meeting where you're asking who was for  
19 it and who was against it, they're all listed as e-mail  
20 recipients of the photo.

21 Q. How can you provide us -- how will you provide  
22 us with access to these recordings you have in the  
23 Dropbox? What medium? Can you put it on a CD for us?

24 A. Yeah, I can do that.

25 Q. Is that easiest?



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1 A. Yeah.

2 Q. Okay. So let's dive into AScottConnelly.com.

3 Okay?

4 A. Okay.

5 Q. When did you first become aware of that domain  
6 name and/or web site?

7 A. Adam showed me the domain. I'm not sure of the  
8 month.

9 Q. Do you know approximately?

10 A. He showed me the web site when he had -- if I  
11 can review the documents that I brought with me, it will  
12 be shortly after a web site called Gen, I believe it's,  
13 XXL -- soon after communications were going on with  
14 GenXXL and a lady named Marni.

15 Q. Okay. Well, let's go back to GenXXL.com. How  
16 is that relevant with regard to this lawsuit?

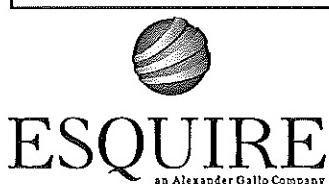
17 A. GenXXL -- in the documents you will see some  
18 e-mails from a Mark Simmons to Marni at GenXXL. Mark  
19 Simmons is another alias for Adam Zuckerman.

20 Q. Okay. So Adam Zuckerman uses the alias Mark  
21 Simmons sometimes.

22 A. Yes.

23 Q. Okay.

24 A. And he was negotiating with Marni to put up a  
25 series of articles that he was going to pen that were



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1 derogatory towards Scott Connely.

2 Q. Okay. And what is Marni's last name, if you  
3 know it?

4 A. It's on the e-mail. I believe it's like  
5 McGriff or McNiff.

6 Q. Is it McNiff, M-c-N-i-f-f?

7 A. If you are reading it off the documents I  
8 brought, then, yes. Otherwise, I'm not sure.

9 MR. SYVERSON: I'm actually reading it off a  
10 letter that I -- rather, my office e-mailed to  
11 Miss McNiff, and I might as well mark that now as  
12 Exhibit B, with regard to some postings regarding Scott  
13 Connely.

14 (Exhibit B marked.) )

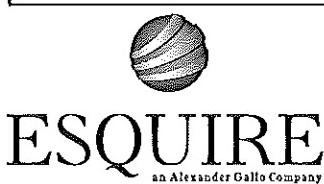
15 MR. SYVERSON: And I'll provide you with a copy  
16 of it. Maybe this will help refresh your recollection  
17 of the post at issue.

18 Q. I'll just ask you. The answer is likely no,  
19 but have you ever seen this document?

20 A. I saw the -- there is a second letter that you  
21 sent to GenXXL, and I have seen that letter.

22 Q. Okay. How did you come to see that letter?

23 A. It was forwarded by Marni and Marni's boss.  
24 I'm trying to remember his name. But they sent it over  
25 to Adam.



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1 Q. Uh-huh.

2 A. And Adam showed it to me.

3 Q. And what did Adam say with regard to that  
4 letter?

5 A. He laughed at it and enjoyed that, obviously,  
6 this was bothering Scott. Scott is Dr. Connelly.

7 MR. SYVERSON: Okay. I'm going to mark as  
8 Exhibit C a letter from my office to Marni McNiff, and I  
9 will show it to you.

10 ( Exhibit C marked.)

11 BY MR. SYVERSON:

12 Q. This may be the letter that you recall seeing.  
13 If so, let me know.

14 A. Yes.

15 Q. Okay. And so tell me about your conversation  
16 with Mr. Zuckerman with respect to this letter, October  
17 5, 2010. We have marked it Exhibit C.

18 A. What would you like to know? Just the  
19 conversation?

20 Q. Yes. What was your conversation with  
21 Mr. Zuckerman? You said that he showed you a copy of it  
22 and laughed and, as you said, enjoyed it. Because he  
23 evidenced joy in the fact that it was bothering Scott  
24 Connelly?

25 A. Yes. And then he took the same material and



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1 put it up on AScottConnelly.com.

2 Q. Okay. What else did you discuss with regard to  
3 the October 5th letter with Mr. Zuckerman?

4 A. That was -- that was really it. He was just  
5 saying that he was enjoying that Scott was having issues  
6 with it.

7 At the time he believed that the material would  
8 stay up because the owner of this web site was Jewish,  
9 and Adam said he played the Hasidic Jew card to him.

10 Q. Who was the woman who owned the site?

11 A. It's a gentleman that owns the site. And again  
12 on the documents that I brought, it will have his first  
13 name. I just can't remember it. He's a steroid dealer.

14 Q. So it's a man who owns the site.

15 A. Correct.

16 Q. And he's a Hasidic Jew, you said?

17 A. That's what Adam told me. I never spoke to  
18 him.

19 Q. And Adam believed that the fact that this man  
20 was a Hasidic Jew would help keep the material on the  
21 site?

22 A. Correct.

23 Q. Why is that?

24 A. Because Adam proclaims to be a Hasidic Jew.

25 Q. Okay. So with regard to the content referred

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1 to in Exhibit A and Exhibit C, the postings on  
2 GenXXL.com about Dr. Connelly, do you know who created  
3 that content?

4 A. The majority of the content was created by  
5 Adam.

6 Q. Okay. So how do you know that?

7 A. I know that, one, because he told me.

8 Secondly, I spoke with Marni McNiff once,  
9 probably for about 45 minutes to an hour, and Adam had  
10 supplied her a bunch of information. She was calling to  
11 get my background from when I was with MET-Rx. And she  
12 was just going to collate and structure it into an  
13 article.

14 Q. So do you know if -- when you say Zuckerman  
15 created this content, did he actually sit down at a  
16 computer and type out the content that appeared on the  
17 web site?

18 A. Yes.

19 Q. And how do you know that? Because he told you?

20 A. Because he told me. And then Marni was taking  
21 what he had written and just kind of doing a  
22 proofreading and to make it flow more.

23 Q. So she edited and shaped it --

24 A. Yes.

25 Q. -- and participated in editing the content.



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1 Okay.

2 A. Yeah. I want to say on one article that I know  
3 of. I don't know if she did all of the articles.

4 Q. Okay. When did Zuckerman tell you that he had  
5 created it? Did that -- did he tell you that before  
6 Exhibit -- you became aware of Exhibit C or did it  
7 happen after that?

8 A. Forgive me for continually saying. With the  
9 documents that I brought, the dates will be on there,  
10 and then I will know if it was before or after.

11 Q. Okay. Do you know if the content was in fact  
12 removed from GenXXL.com?

13 A. Yes.

14 Q. How do you know that?

15 A. I know that because Adam was very upset that it  
16 was removed.

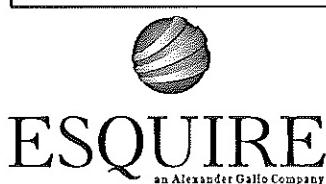
17 Q. And how do you know that? Did he tell that to  
18 you?

19 A. He had me come into his office to show me.

20 Q. And what did he say?

21 A. I believe actually there were expletives. He  
22 cursed, and then said, "Look at this." And he called  
23 the gentleman that owns the site a part of the female  
24 anatomy for taking it down.

25 Q. Did you hear that? He said that to you, not --



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From: Darren M. Meade <dmeade@kalros-meade.com>  
Sent time: 06/17/2014 07:33:31 AM  
To: ED Rip-off <EDitor@ripoffreport.com>; westerned@aol.com  
Subject: ED ... THESE WERE THE AGREED SETTLEMENT TERMS AGREED IN MAY :: I AM STILL WILLING TO HONOR IF YOU WILL ...

)  
Ed,

Here are the Settlement Terms Agreed In May, which gives you a written statement that I have honored the non-disclosure and a release of all claims against Xcentric, yourself and any of your interests. It is with grants you, Xcentric and its representative access to my work product on Tracey Richter, the Brand.com Syndicate and skeletons on John Brewington, through July. It had mentioned other arrangements after July, although, I think, that should be removed from the settlement agreement.

The monies, need to be paid immediately. These are the terms agreed too in May. This will end the strife. I have not provided any confidential information. The attorney drafting the lawsuit on my behalf passed on conflict check on yourself and Xcentric. He only has information to help him with my claims.

I trust you recognize in personal discussions you asked me to be a double-agent ... hence the email to Brewington, which worked.

You need to direct Adam to settle to the terms we agreed ... Adam and yourself have told me you do not fear a lawsuit, and that is why I have the attorney drafting the complaint. I have lost two-months trying to resolve this amicably.

Let's move forward.

If you want to talk I am available, but my last call to you did not end well.

DARREN

----- Original Message -----

Subject: RE: SETTLEMENT PROPOSAL FOLLOW UP: QUANTUM MERUIT: Unpaid  
Earned Wages, Fringe Benefits :: Car ::  
From: "Adam" <adam@ripoffreport.com>  
Date: Mon, May 26, 2014 2:24 pm  
To: "Darren M. Meade" <dmeade@kairos-meade.com>

Darren,

I am glad you feel we are making progress in the right direction, in the right manner, for the right reasons.  
My proposal is really quite simple.

To avoid a lawsuit, let Xcentric pay what you claim you are owed under your alleged theories of wages, contract, and reliance.

We will pay what you claim you would have received.

Let's say that is \$2,000 for the month of April (which is clearly more than it would have been, but Xcentric will pay immediately)

And each month Xcentric will pay your rent, plus \$5,000 in weekly installments of \$1,250.00 for May, June, and July.

Xcentric will just catch up and pay May all at one time, regardless of whether or not you have been doing research in support of Tracy or the Brand.com Syndicate matter.

And \$2,500 towards your purchase or lease of a car.

From you, we will need a written statement representing that you have honored and will continue to honor the non-disclosure you signed, and a release of all claims against Xcentric, Ed, and any of his interests - meaning you will not have any reason to sue for anything up until the time of the release agreement.

You will also continue to do the research work regarding Tracy's cause, and the Brand.com Syndicate, and share your work product with Xcentric and its representatives, through July.

And, if you want to keep doing that kind of work after July, we can reach an arrangement. Ed has worked with you in the past, having you do work once the project for helping Tracy was over. ED is very

EXHIBIT

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I think that is the coat and the cloak, and a very honorable proposal to settle disputes between brothers.

I will call you about this to see where you will take it.

Adam

---

**From:** Adam [mailto:[adam@ripoffreport.com](mailto:adam@ripoffreport.com)]  
**Sent:** Wednesday, May 21, 2014 11:01 AM  
**To:** 'Darren M. Meade'  
**Subject:** DARREN, WE WILL MEET YOUR DEMAND but we need to know how to pay it - KNOW RE:  
Acknowledged - Goodwill :: Unpaid Wages

Darren,

I don't know how exactly to interpret what you are saying below – if you are going to have someone else notify me of your decision by email, that seems to suggest you have decided to sue Xcentric and Ed, is that correct?

"Adam, as we discussed, I am trying to find what is honorable. This is not a negotiation, Ed listed out a series of points in which he claimed I lied, and today I was going to disprove each one. [Darren, at this point, we don't need to worry about that. We can sort that out later if you want. What Ed/Xcentric wants now is to restore the relationship to the point where Darren Meade and Xcentric can be united towards the same good cause. Xcentric already has confidence in that.]

I then realized, the only reason I am in this situation is I allowed myself to be brought into the situation, It is my fault.

I trusted and believed in Ed ... that we were friends ... therefore, the situation is my own fault.

[Ed still extends the hand of friendship. The simple question is whether you will take it.]

It is 7:09AM on 5/21/2014

I believe I know what is honorable but wish to sleep on it and will have you notified by email no later than 10AM on 5/22/2014 [?"have you notified"? why would you want someone else to deliver the news?]

I would be open to a call around 8PM."

I don't mean to bandy with scripture, what I will do is set out some principles we discussed with an explanation of how I am trying to follow them. The objective is to achieve an honorable outcome. First, Matthew 22: 15-22:

15 ¶Then went the Pharisees, and took counsel how they might entangle him in his talk.  
16 And they sent out unto him their disciples with the Herodians, saying, Master, we know that thou art true, and teachest the way of God in truth, neither carest thou for any man: for thou regardest not the person of men.

17 Tell us therefore, What thinkest thou? Is it lawful to give tribute unto Cæsar, or not?

E-FILED 2014 OCT 01 10:33 AM SAC - CLERK OF DISTRICT COURT  
18 But Jesus perceived their wickedness, and said, Why tempt ye me, *ye* hypocrites?  
19 Shew me the tribute money. And they brought unto him a penny.  
20 And he saith unto them, Whose *is* this image and superscription?  
21 They say unto him, Cæsar's. Then saith he unto them, Render therefore unto Cæsar the things which are Cæsar's; and unto God the things that are God's.

You have made a formal legal demand based on legal claims you could bring a court of law. That is the power of Caesar. I am responding to that demand in the manner required by Caesar:

In response to your demand for \$11,500.00 Xcentric has already paid your rent for \$3,000.00 as it has been doing for several months.

**From:** Darren M. Meade [<mailto:dmeade@kairos-meade.com>]  
**Sent:** Wednesday, May 21, 2014 7:19 AM  
**To:** Adam  
**Cc:** ED Rip-off  
**Subject:** Acknowledged - Goodwill :: Unpaid Wages

Adam,

Ed knew I was living paycheck (or green dot to green dot) because at times when he would ask me to do something extra or if there was a delay, I had utilities turned off. Therefore, stopping all payments, not only made me miss medical treatments, unable to pick up medicine that keep me alive, I had all my services and subscriptions disconnected, I had to use a public bathroom because I ran out of toilet paper :: I appreciate the Green Dot but please understand how I was left.

The additional green dot I used to turn back on electricity ( which required a \$95 deposit ) and then Internet and Land-line phone will be reconnected between 1-2 PM today ( Time Warner requires you to pay for the 1st month services upfront ).

Anna Richter (Tracey's mom) has offered to come act as a hospice nurse for me and will be driving out from Iowa on June 10th, prior to that, I want to surprise her and publish the video's where I have Michael Roberts and Ben Smith 39 times Roberts and Prosecutor Smith perjured themselves under oath (Smith was Roberts only witness at the child custody hearing ).

Adam, my best information on Roberts has not YET been published.

The strategy snare Smith and Roberts causing Smith to eventually save himself.

I am sure David G has shown you a deposition which he received from his attorney friend Erik Syverson? It claims I stated Ripoff Report is the ultimate defamation website ( or words to that effect ) and Smith used that deposition and quoted from it in a motion to quash when Tracey's attorney sent a subpoena for my research. I will release the information on Smith perjuring himself as an Officer of the Court and then publish the emails and letters following that deposition in which Syverson was made aware of errors in the transcripts and my continual asking of why false statements were in my deposition. I did have legal counsel but Syverson had me send my errata's directly to him and his law office which then claimed to lose them, this is all documented.

Adam, my general physician is Jose Ciallani, attached are copies of the

prescriptions he wrote yesterday ( 5/20/2014 ) and he wrote a doctors note which reads; " My patient Darren Meade has a serious medical conditions. He must be on his medications to prevent heart attack, stroke, kidney failure. He also should have had blood work done previously. His lab work is past due and it is essential it be done today. If you have any questions please pass them on to the patient who will pass them on to me. The law only allows me to talk to the patient about his medical problems.

In the past, my surgeon, Dr. Rodney White wrote a letter, stating my terminal condition, and that if I missed any further medical treatments, I risked death.

Dr. Ciallani and Dr. White for over 9 months have detailed records of missed treatment, and my inability to pay or pick up my prescriptions and the corresponding damage to my health.

Ed after a few heated arguments over Siamack began to distrust me and doubted the seriousness of my health and I believe his actions were a punishment of sorts.

Adam, as we discussed, I am trying to find what is honorable. This is not a negotiation, Ed listed out a series of points in which he claimed I lied, and today I was going to disprove each one.

I then realized, the only reason I am in this situation is I allowed myself to be brought into the situation, it is my fault.

I trusted and believed in Ed ... that we were friends ... therefore, the situation is my own fault.

It is 7:09AM on 5/21/2014

I believe I know what is honorable but wish to sleep on it and will have you notified by email no later than 10AM on 5/22/2014

I would be open to a call around 8PM.

If your side also already decided on an alternate route, I understand.

Ed ... please know I appreciated that you reached out to me earlier today ... I have not yet retained counsel ... and when you or Adam state certain things in emails or text messages I do not know if I need to refute them immediately ... hence some of the replies ... I am not trying to be argumentative. The attorney's have told me I'm nuts to even be having a dialogue and exchanging emails / text messages.

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

| ----- Original Message -----

Subject: RE: Update Darren M Meade  
From: "Adam" <[adam@ripoffreport.com](mailto:adam@ripoffreport.com)>  
Date: Tue, May 20, 2014 5:06 pm  
To: "Darren M. Meade" <[dmeade@kairos-meade.com](mailto:dmeade@kairos-meade.com)>

I am glad to hear that Sprint accepted a new payment arrangement. That is more efficient. Less phone bill ultimately means more grocery, etc.

Here is another \$500 green dot 960 923 7147 2279  
Ed is also texting this to you, to make sure you get it ASAP.

These Green dots are good will, Darren, to help. Not part of claims.

Do you get email on your phone?

Please acknowledge (so I know you got the message)

**From:** Darren M. Meade [<mailto:dmeade@kairos-meade.com>]  
**Sent:** Tuesday, May 20, 2014 2:55 PM  
**To:** Adam Kunz; Adam  
**Subject:** Update Darren M Meade

Good Afternoon Adam,

Sprint accepted a new payment arrangement ( \$212 today balance 6/3/2014 )

That leaves me enough to travel to my doctors office, medical treatment and then to the pharmacy. Do you have a cell phone number?

I will contact you once I am back home.

Regards,

Darren M. Meade

Direct: (949) 813-4983

[Visit me on LinkedIn](#)

[Visit me on Facebook](#)

**E-FILED 2014 OCT 01 10:33 AM SAC - CLERK OF DISTRICT COURT**  
**From:** Ripoff Report <Editor@ripoffreport.com>  
**Sent time:** 07/20/2014 06:58:37 PM  
**To:** Darren Mitchell <darrenmitchellm@gmail.com>  
**Subject:** RE: Removed 2nd article by Glenn Puit from ROR

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Are you saying it was an actual article, original Report just written by him? Try searching it another way -- give me more details.

**From:** Darren Mitchell [mailto:[darrenmitchellm@gmail.com](mailto:darrenmitchellm@gmail.com)]  
**Sent:** Sunday, July 20, 2014 4:50 PM  
**To:** Ripoff Report; adam@ripoffreport.com  
**Subject:** Removed 2nd article by Glenn Puit from ROR

Investigative reporter Glenn Puit ~ had written two reports on ROR following Fox News article on the illicit injection hacking code.

The 2nd article which detailed his views on what was missed in the original Fox News article and quoted Ed directly currently is removed from ROR.

It use to pull up in the directory if you searched for the following: Rexxfield, or, Adam Zuckerman, or, Glenn Puit.

**EXHIBIT**

**178**